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WELLS'

EVERY MAN HIS OWN LAWYER,

AND

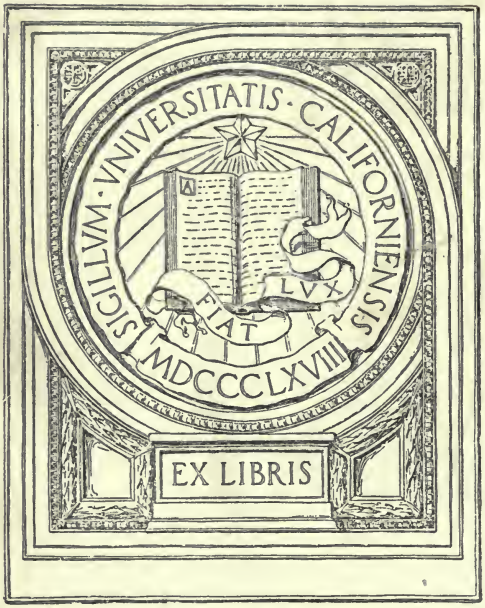
BUSINESS FORM BOOK.

A COMPLETE GUIDE IN ALL MATTERS OF LAW AND BUSINESS NEGOTIATIONS,

FOR EVERY STATE IN THE UNION;

WITH LEGAL FORMS AND FULL INSTRUCTIONS FOR [illegible] WITHOUT LEGAL ASSISTANCE, IN SUITS AND BUSINESS TRANSACTIONS OF EVERY DESCRIPTION.

SAN FRANCISCO:
H. H. BANCROFT & COMPANY,
No. 609 MONTGOMERY STREET.
1869.



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ALSO,

THE GENERAL BANKRUPT LAW; PATENT LAWS, WITH FULL INSTRUCTIONS TO INVENTORS; PENSION LAWS, WITH FORMS AND INSTRUCTIONS TO ENABLE THE DISCHARGED SOLDIER OR SAILOR TO PROCURE BACK PAY, PENSIONS, BOUNTIES, AND ALL WAR CLAIMS.

THE DIFFERENT STATE LAWS CONCERNING PROPERTY EXEMPT FROM EXECUTION, COLLECTION OF DEBTS, MECHANICS' LIENS, CONTRACTS, LIMITATIONS OF ACTIONS, USURY, QUALIFICATIONS OF VOTERS, LICENSES TO SELL GOODS, ETC.

ALSO,

THE EXCISE LAWS, STAMP DUTIES, POST OFFICE AND CUSTOM HOUSE REGULATIONS, THE WHOLE ACTION OF THE GOVERNMENT RELATIVE TO RECONSTRUCTION AND THE FREEDMEN, CONSTITUTION OF THE UNITED STATES, WITH AMENDMENTS, STATE SEALS, WITH DESCRIPTIONS, ETC.

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H. H. BANCROFT & COMPANY,

609 MONTGOMERY STREET.

1869.

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INTRODUCTORY.

THIS work, prepared some years ago, was received with great favor by the public, attaining a larger sale, it is believed, than any work of the kind ever published. Lapse of time has brought material changes in the statutes of many of the States; the war has not only altered the social condition of some of them, but has introduced the Internal Revenue system, National Banks, modifications of the Tariff, amendments to the Constitution of the United States, emancipation of the slaves, and the General Bankrupt Law.

The subject of Pensions, Bounties and War Claims, has also assumed a new and greatly increased importance.

These numerous changes have led the publishers to make a new and thoroughly revised edition, reproducing the whole work; and they have, without regard to expense, procured the services of the men most competent to bring every department of it up to the present requirements of the laws, statutes and provisions. So critical and thorough has been this revision, that it is the conviction of the publishers that the most implicit reliance can be placed upon the work, as *authority* on all the subjects of which it treats.

The utility of such a work no one will now question. The sale of hundreds of thousands of copies of the former editions, and the constant demand for it, have settled that point. The professional man, the farmer, the mechanic, the manufacturer, the soldier, the sailor, each requires a convenient, comprehensive and reliable work which will enable him to draw up any instrument in writing that may be required, in a legal form; which will furnish such legal information as is usually called for in the various avocations of life; a book that everybody can understand, and that will enable every man or woman to be his or her own lawyer. To make such a work, and make it well, was no small task; but by patient, continued, and intelligent labor, it has been achieved.

BANKRUPTS AND CREDITORS

will find in this work, in addition to information indispensable to every business man, the General Bankrupt Law, with Forms, explanations, and full instructions for taking the benefit of the Act, without legal assistance.

THE CITY WHOLESALE MERCHANT,

whose customers are scattered throughout the country, will find this manual indispensable for his information concerning the laws of the various States, in regard to *the Collection of Debts, the Limitation of Actions, Homestead, and other laws exempting property from attachment, Stay Laws, the Laws of Frauds, Rates of Interest, Peddlers' Licenses to Sell Goods, Merchants, Brokers, Auction, and Commercial Traveler's License, Stamp Duties, Post Office and Custom House Regulations, etc.*

THE CITY RETAILER,

whose customers are at home, cannot safely give them credit without being familiar with the legal details concerning false pretences of buyers. He will also find the following topics indispensable in his business: *Copartnership Agreements and Dissolutions, Assignments of Goods to Creditors and others, Policies of Insurance, Powers and Instructions for all the successive Legal steps in cases of Bankruptcy Promissory Notes, Due Bills, Receipts, Money Orders, Postal Regulations, Goods requiring a Stamp,* etc., etc.

THE COUNTRY MERCHANT

will find most of the foregoing valuable in his business, but in addition, he will find use for *Forms of Bills of Sale, Letters of Credit, Contracts, Notes, Orders, Business Bills and Orders, Agreements for the Sale of all kinds of Personal Property, Bonds, Chattel and other Mortgages, Orders and Due Bills for Goods, factorizing writs,* and many other matters.

THE CITY OR COUNTRY ATTORNEY

will here find, ready at his hand, in reliable form, legal instruments of every description, including those for *Deeds, Bonds, Mortgages, Indentures, Powers of Attorney, Articles of Copartnership, Letter of License, Credit Agreements, Satisfactions, Judgments, Leases, Wills and Codicils, Compositions with Creditors, Forms for Pension, Bounty, Back Pay, and Indemnity Claims, Internal Revenue Decisions,* together with a great mass of carefully collected information, which will enable him to state the law-points on nearly all cases which may be brought before him

JUSTICES OF THE PEACE AND NOTARIES PUBLIC,

will find this work of great value to them. In all cases of civil suits which come before a justice's court, and in all the provisions for *Protests, Affidavits, Acknowledgment of Deeds, Wills, Agreements, Contracts, Leases,* etc., etc., the work is absolutely perfect.

THE FARMER,

also, will find use for *Deeds of all kinds, Mortgages, Satisfaction of Mortgages, Bills of Sale for all kinds of property, the Laws in reference to Lost, Strayed or Stolen Cattle, Fences, Roads, Cultivation of Lands, Homestead Laws, and Exemptions; the Laws, Forms and steps to be taken for recovering or obtaining Public Lands, the mode of making out his returns of Income, and the taxes to be paid on the produce of his farm,* etc., etc.

THE MECHANIC.

In addition to much other valuable matter, *the Lien Laws of the various States and Territories, the Statute of Limitation to Actions, the Liabilities of Contractors, Journeymen and Apprentices, the Laws of the different States and Territories in regard to the Claims of Workmen for Labor, and instructions for proceedings in collecting the same.*

FOR LANDLORDS AND TENANTS,

We have provided Forms of Leases and Agreements, and all the necessary instructions and forms for installing and rejecting tenants.

THE DISCHARGED SOLDIER OR SAILOR

and his family, will find here all the instructions and forms necessary to enable them to procure *Back Pay, Pensions, Bounties, and War Claims against the Government.* This matter has been prepared with extraordinary care, and is pronounced, by those most competent to judge, absolutely perfect. By the aid of this book, any invalid soldier or widow, or children or other heirs of a deceased soldier, who can read and write, can make out their pension, back pay, or bounty papers, without being under the necessity of expending a dollar of their pittance on claim agents, who usually take the largest share for themselves. The instructions are so plain as to make the whole matter perfectly clear and simple.

EMIGRANTS

have here the *U. S. Homestead Acts*, with instructions for obtaining the Government lands at a merely nominal price; the *Homestead Exemption Laws* of the different States, provisions for naturalization, and all other matters pertaining to citizenship: a statement of the qualifications for a voter in each State, laws respecting the purchase, mortgage, sale and recording of property; Horse, Sheep, Dog, and general Cattle Laws; taking land on shares, etc., etc.

FOR MARRIED MEN AND WOMEN.

There are full instructions for reserving property in view of marriage; the rights of married women in regard to property and to conducting business on their own separate account; laws concerning inheritance, devising of property, wills, joint signature of deeds, mortgages, etc.; complete instructions and forms for proceedings in cases of divorce, and regulations concerning alimony, and the care of children in cases of separation.

EXECUTORS, ADMINISTRATORS, GUARDIANS AND MINORS,

are also fully provided for, the laws appertaining to their rights and duties being fully and accurately stated.

THE POLITICIAN AND STATESMAN

will find here the whole action of the Government in relation to Reconstruction and the legislation concerning the Freedmen, the Constitution of the United States with all its amendments, the seals of each State, with many other matters of equal importance.

In short, there is no class of the community, male or female, who have, or expect to have, any property, or who have any rights or privileges which require protection, who will not be greatly benefited and advantaged by the possession of this book. It will save them money, save them trouble, save them time, save them litigation and lawyers' fees, and give them information that nobody can afford to be without.

NEW YORK, 1867.

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WELLS'

EVERY MAN HIS OWN LAWYER,

AND

UNITED STATES FORM BOOK.

A COMPLETE GUIDE IN ALL MATTERS OF LAW AND BUSINESS NEGOTIATIONS, FOR EVERY STATE IN THE UNION.

AGREEMENTS.

ALL Agreements are null and void at the end of one year from their dates, unless the contract, or some memorandum thereof, stating the consideration, be *in writing* and signed by the parties by whom the agreement is made.

All leases expire at the end of one year, unless there is a *written* agreement, stating the consideration, for a longer period.

All agreements expire at the end of one year unless they explicitly state that they are for a longer period.

Signatures signed with a lead pencil, or by making a mark, if the parties make them cannot write, if done in the presence of one or more witnesses, are good in law. But when a *pen* can be had, it should be used in preference, to obviate the possibility of legal quibbling.

Agreements which fail to show that they were made for a consideration—that is, without a fair or reasonable sum of money, or property to the value of money—are void in law.

Every agreement should distinctly specify the time within which, or at the end of which, its conditions shall be complied with.

Every instrument is better in law *with* a seal than *without* one.

General Form of Agreement.

THIS AGREEMENT, made this *first* day of *May*, one thousand eight hundred and *sixty*, between JOHN DEAN, of the *city* of *Hartford*, in the county of *Hartford*, and state of *Connecticut*, of the first part, and JAMES GOOD of the *village* of *Windsor*, in *said county and state*, of the second part—

WITNESSETH, That the said JOHN DEAN, in consideration of the covenants on the part of the party of the second part, hereinafter contained, doth covenant and agree to and with the said JAMES GOOD, that [*here insert the agreement on the part of John Dean.*]

And the said JAMES GOOD, in consideration of the covenants on the part of the party of the first part, doth covenant and agree to and with the said JOHN DEAN, that [*here insert the agreement on the part of James Good.*]

In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

Sealed and delivered, in presence of JOHN STOUT, ISAAC FOWLER.

JOHN DEAN. [L.S.]
JAMES GOOD. [L.S.]

[*When required this clause may be inserted:*]

And it is further agreed, between the parties hereto, that the party that shall fail to perform this agreement on his part, will pay to the other the full sum of *fifty* dollars, as liquidated, fixed, and settled damages.

Agreement for the Purchase of a House and Lot.

MEMORANDUM of an agreement made this 10th day of July, in the year 1860, between JOHN ROWLEY, Printer, of the city of New York, and CARLTON BRYANT, Merchant, of the same city, *witnesseth*—That the said JOHN ROWLEY agrees to sell, and the said CARLTON BRYANT agrees to purchase, for the price or consideration of —— dollars, the house and lot known and distinguished as number ninety-nine, in —— street, in the said city of New-York. The possession of the property is to be delivered on the first day of May next, when twenty-five per cent. of the purchase-money is to be paid in cash, and a bond and mortgage on the premises, bearing seven per cent. interest, payable in five years (such interest payable quarterly), is to be executed for the balance of the purchase

money, at which time also a deed of conveyance in fee simple, containing the usual full covenants and warranty, is to be delivered, executed by the said JOHN ROWLEY and wife, and the title made satisfactory to the said CARLTON BRYANT; it being understood that this agreement shall be binding upon the heirs, executors, administrators and assigns of the respective parties; and also that the said premises are now insured for —— dollars, and, in case the said house should be burnt before the said first day of May next, that the said JOHN ROWLEY shall hold the said insurance in trust for, and will then transfer the same to the said CARLTON BRYANT with the said deed.

In witness, &c., [*as in General Form.*]

Agreement for the Sale of Real Estate.

ARTICLES of agreement made and entered into this —— day of —— between A. B. of ——, of the one part, and C. D. of ——, of the other part, as follows: The said A. B. doth hereby agree with the said C. D. to sell to him the lot of ground, [here describe it,] for the sum of ——; and that he, the said A. B., shall and will, on the —— day of —— next, on receiving from the said C. D. the said sum, at his own cost and expense, execute a proper conveyance for the conveying and assuring the fee simple of the said premises to the said C. D., free from all encumbrances, which conveyance shall contain a general warranty and the usual full covenants. And the said C. D. agrees with the said A. B. that he, the said C. D., shall and will, on the said —— day of —— next, and on execution of such conveyance, pay unto the said A. B. the sum of —— aforesaid. And it is further agreed between the parties aforesaid, as follows: The said A. B. shall have and retain the possession of the property, and receive and be entitled to the rents and profits thereof, until the said —— day of —— next; when, and upon the delivery of the conveyance, the possession is to be delivered to the said C. D. And it is understood that the stipulations aforesaid are to apply to and to bind the heirs, executors and administrators of the respective parties. And in case of failure, the parties bind themselves each unto the other in the sum of —— which they hereby consent to fix and liquidate the amount of damages to be paid by the failing party for his non-performance.

In witness, &c., [*as in General Form.*]

Agreement for a Lease.

MEMORANDUM of an agreement made this —— day of ——, in the year ——, between A. B. of the city of New York, Esquire, and C. D., of said city, merchant, *witnesseth*, That the said A. B

agrees, by indenture, to be executed on or before the —— day of —— next to demise and let the said C. D. the house and lot known as number —— in —— street, in said city, at present in the occupation of E. F., to hold to the said C. D. his executors, administrators, and assigns, from the first day of May next, for and during the term of twenty-one years, at or under the clear yearly rent of —— dollars, payable quarterly, clear of all taxes and deductions; in which lease there shall be contained covenants on the part of the said C. D., his executors, administrators, and assigns, to pay rent, (except in case the premises are destroyed by fire, the rent is to cease until they are rebuilt,) and to pay all taxes and assessments; to repair the premises, (except damages by fire:) not to carry on any offensive or other business upon the premises, (except by the written permission of the said A. B.;) to deliver the same up at the end of the term in good repair, (except damages by fire as aforesaid;) with all other usual and reasonable covenants; and a proviso for the re-entry of the said A. B., his heirs or assigns, in case of the non-payment of the rent for the space of fifteen days after either of the said rent-days, or the non-performance of any of the covenants; and there shall also be contained therein covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment, to renew said lease at the expiration of said term, for a further period of twenty-one years at the same rent on the said C. D., his executors, administrators, or assigns, paying the said A. B., his executors, administrators, or assigns, the sum of —— dollars as a premium for such renewal; and that, in case of an accidental fire, at any time during the said terms, or either of them, the said A. B. will forthwith proceed to put the premises in as good repair as before the fire, the rent in the mean time to cease; and the said C. D. hereby agrees to accept such lease on the terms aforesaid; and it is mutually agreed that the costs of making, executing, and recording said lease, and a counterpart thereof, shall be borne by the said parties equally.

As witness, &c., [*as in General Form.*]

Agreement for Building a House.

MEMORANDUM.—That on this —— day of ——, it is agreed between A. B. of —— and C. D. of ——, in manner following, viz. the said C. D., for the considerations hereinafter mentioned, doth for himself, his heirs, executors, and administrators, covenant with the said A. B., his executors, administrators, and assigns, that he the said C. D. or his assigns shall and will, within the space of —— next after the date hereof, in a good and workmanlike manner, and at his own proper charge and expense, at ——, well and substantially erect, build, and finish, one house, or messuage, according to the draught, scheme, and explanation hereunto annexed, with such stone, brick, timber, and other materials, as the said A

B. or his assigns shall find or provide for the same: In consideration whereof, the said A. B. doth for himself, his executors, and administrators, covenant with the said C. D., his executors, administrators, and assigns, well and truly to pay unto the said C. D., his executors, administrators, and assigns, the sum of —— of lawful money of —— in manner following, viz.: —— part thereof at the beginning of the said work —— another part thereof when the said work shall be half done, and the remaining —— in full for the said work, when the same shall be completely finished: And also that he, the said A. B., his executors, administrators, or assigns, shall and will from time to time, as the same shall be required, at his and their own proper expense, find and provide stone, brick, timber, and other materials necessary for making, building, and finishing the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, administrators, and assigns, each to the other, in the penal sum of —— firmly by these presents.

In witness, &c., [*as in General Form.*]

Agreement respecting a Party Wall.

This agreement, made this —— day of ——, in the year ——, between D. L. of the City of New York, merchant, of the first part, and P. S. of said city, merchant, of the second part, *witnesseth*. Whereas, the said D. L. is the owner in fee of the lot and store known as number 90 in —— street, in the third ward of the City of New York, and the said P. S. the owner in fee of the lot known as number 92 in —— street, aforesaid, immediately adjoining to and on the southerly side of said lot and store number 90, on which lot of the said P. S. he is about to erect a brick store. And whereas, it has been agreed, by and between the said parties, that the said P. S., in erecting his said store, shall make use of the gable end wall of the said store of the said D. L., immediately contiguous to and adjoining the said lot of the said P. S., as a party wall, upon the terms, conditions, and considerations hereinafter mentioned, the said gable end wall of the said D. L., so to be used as a party wall, standing and being entirely on the said lot of the said D. L. Now, therefore, this agreement witnesseth, that the said D. L., for and in consideration of the sum of —— dollars to him in hand paid by the said P. S., at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth, for himself, his heirs, executors, administrators, and assigns, covenant grant, promise, and agree to and with the said P. S., his heirs, executors, administrators, and assigns, forever, that he, the said P. S., his heirs and assigns, shall and may, in erecting and building the said store upon the said lot of the said P. S., freely and lawfully

but in a workmanlike manner, and without any interruption, molestation, or hinderance of or from the said D. L., his heirs or assigns, make use of the said gable end wall of the said store of the said D. L., immediately adjoining or contiguous to the said lot of the said P. S., or such parts and so much thereof as he the said P. S., his heirs or assigns, may choose as a party wall. And further, that should the said wall, hereby made a party wall, be at any future time or times injured or destroyed, either by decay, lapse of time, fire, accident, or other cause whatever, so as to require to be either repaired or rebuilt, in whole or in part, then and in every such case, the said D. L. and the said P. S. by these presents, for themselves respectively, and their respective heirs and assigns forever, mutually covenant and agree, to and with each other and their respective heirs and assigns forever, that such reparation or rebuilding, as the case may be, shall be at the mutual joint and equal expense of them the said D. L. and P. S., their respective heirs and assigns forever; as to so much and such parts of the said wall as shall be used by the said P. S., his heirs and assigns, in erecting and building the said store which he is now about erecting on his said lot, and as to all coping of the said gable end, whether such coping be used by the said P. S., his heirs and assigns, in erecting and building the said store or not, and as to the residue of the said wall not used by the said P. S., his heirs or assigns, in erecting and building the said store, such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said D. L., his heirs or assigns forever; and that in every case of such reparation or rebuilding, should the same be necessary and proper, and either party, his heirs or assigns, request the other to unite in the same, and to contribute to the expense thereof, according to the true intent and meaning of this agreement, then the other party, his heirs or assigns forever, may cause such reparation or rebuilding to be made and done, and charge the other party, his heirs and assigns, forever, with the proportion of the expenses, costs, and charges thereof, according to the true intent and meaning of this agreement; and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is in all respects, as nearly as may be; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of the same size and the same materials, as far as they may go, and as to the deficiency with others of the same quality and goodness, and in all respects shall be made of the same quality and goodness as the present wall. It being further in like manner mutually understood and agreed, by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties, respectively, forever, and in all cases and on all occasions, shall be construed as a covenant running with the land: but that this

agreement shall not have the effect or operation of conveying to the said P. S., his heirs or assigns, the fee simple of the one moiety or any other part of the ground or land on which the said wall now stands, but only the right to the use and benefit of the said wall as, a party wall, forever.

In witness, &c., [*as in General Form.*]

Agreement for making and delivering Boots.

This Agreement, made this —— day of ——, in the year —— by and between A. B. of ——, and C. D. of ——:

Witnesseth, that the said A. B., in consideration of the covenants on the part of the party of the second part, to be performed, doth covenant and agree, to and with the said C. D., that he will, within [*here insert the time*] from the date hereof, make and deliver to the said C. D. *ten thousand* pairs of boots, made from *calfskin*, of the first quality, and of the following sizes [*here insert sizes*].

And the said C. D. covenants to pay to the said A. B. *two* dollars for each pair, upon the completion of the delivery of the said *ten thousand* pairs, if the same are delivered within [*insert the time agreed upon*] from the date hereof, as aforesaid.

In witness, &c. [*as in General Form.*]

Agreement for a Sale of Wheat.

Memorandum.—It is agreed, by and between E. F. of, &c., That he, the said G. H., in consideration of three hundred bushels of wheat, sold to him this day by the said E. F., and by him agreed to be delivered to the said G. H., free of all charges and expenses whatsoever, at, on, or before, &c., next, shall and will pay, or cause to be paid to the said E. F., or his assigns, within three months after such delivery, the sum of, &c. And the said E. F., in consideration of the agreement aforesaid of the said G. H., doth promise and agree, on or before, &c., aforesaid, at his proper expenses to send in and deliver to the said G. H., or his assigns, the said three hundred bushels of wheat, so sold him as aforesaid, and that he the said E. F. shall and will warrant the same to be good, clean, and merchantable grain.

In witness, &c., [*as in General Form.*]

Agreement to build a House according to a Plan annexed.

Be it remembered, that on this —— day of ——, A. D. 1856, it is agreed by and between A. B. of ——, and C. D. of ——, in manner and form following, viz.:

The said D. C., for the considerations hereinafter mentioned,

doth, for himself, his executors and administrators, promise and agree to and with the said A. B., his executors, administrators, and assigns, that he, the said C. D., or his assigns, shall and will, within the space of —— next after the date hereof, in good and workmanlike manner, and according to the best of his art and skill, at ——, well and substantially erect, build, set up, and finish, one house or messuage, according to the draught or scheme hereunto annexed, of the dimensions following, viz., &c., and to compose the same with such stone, brick, timber, and other materials, as the said A. B. or his assigns shall find and provide for the same: In consideration whereof, the said A. B. doth for himself, his executors and administrators, promise and agree, to and with the said C. D., his executors, administrators and assigns, well and truly to pay, or cause to be paid, unto the said C. D., or his assigns, the sum of ——, in manner following, that is to say, the sum of —— part thereof at the beginning of the said work; the sum of —— more, another part thereof, when the same shall be completely finished; and also that the said A. B., his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B. and C. D. do hereby bind themselves, their executors, &c., each to the other, in the penal sum of ——, firmly by these presents.

In witness whereof, &c., [*as in General Form.*]

[*Here annex Plan.*]

Agreement to Change a Mortgage Security.

This agreement, made the —— day of ——, in the year ——, between the Rector, Wardens, and Vestrymen of the —— Church, in the city of New-York, of the first part, and C. M., of the said city, gentleman, of the second part, *witnesseth:* That whereas the said parties of the first part have sold and conveyed in fee, unto the said party of the second part, the six several lots of ground in said city known as numbers —— —— for the price or consideration of $50,000, part of which sum has been paid down on the delivery of the deeds therefor; and, whereas, in order to secure to the said parties of the first part, the payment of the residue of said purchase money, to wit, the sum of $30,000, in six equal payments of $5,000 each, in ten years, with interest thereon at the rate of five per cent. per annum, the said party of the second part, and his wife, have executed and delivered to the said parties of the first part, six several mortgages on the said premises, as collateral security for the six several bonds of corresponding amounts, executed and delivered by the said party of the second part to the said parties of the first part; and, whereas, also, it may at some

future period become expedient, or advantageous, for the said party of the second part to sell or otherwise dispose of the said premises so by him purchased as aforesaid, free and clear from the incumbrance of the said mortgages: Now, therefore, this agreement *witnesseth:* That the said parties of the first part, for and in consideration of the premises, do, for themselves, their successors and assigns, forever covenant, promise, and agree, to and with the said party of the second part, his heirs, executors, administrators, and assigns, that he, the said party of the second part, shall and may at all times hereafter, have and retain the right of changing the security above mentioned, by substituting, instead of any, either, or all of the said mortgages, the like security on other real estate or property of at least equal value with the said mortgaged premises. And this agreement further witnesseth: that whenever the said party of the second part, his heirs, executors, administrators, or assigns, shall furnish the said parties of the first part, their successors or assigns, with such other satisfactory security as aforesaid, the said parties of the first part, their successors and assigns, shall and will, upon request to them made, forthwith execute and deliver to the said party of the second part, his heirs, executors, administrators, and assigns, good and sufficient releases and discharges of the said mortgages, or any of them, and of the said premises therein mentioned.

In witness, &c., [*as in General Form.*]

Agreement for the Sale and Purchase of Land.

ARTICLES of agreement made and concluded this first day of January, A. D. 1860, at Cincinnati, in the State of Ohio, by and between A. B., of said Cincinnati, yeoman, and C. D., of Buffalo, in the State of New-York, yeoman.

First. The said A. B., in consideration of the sum of —— dollars to him paid by the said C. D., (the receipt whereof is hereby acknowledged,) and in further consideration of the promise of the said C. D. hereinafter contained, doth hereby promise and agree, to and with the said C. D., that he will, on or before the first day of July next, make and deliver to the said C. D. a good and sufficient deed, with the usual covenants of warranty, release of dower, &c., of all that tract of land situate, lying, and being in the town of ——, in the county of ——, and state of ——, known as the ——, &c., [*or*, bounded and described as follows: ——]

Second. In consideration whereof, the said C. D. doth hereby promise and agree, to and with the said A. B., that he will, on such deed being tendered to him by the said A. B., on or before the said first day of July next, pay to the said A. B. the further sum of —— dollars, in addition to the payment already made, being the balance of the purchase money hereby agreed upon for the said tract of land.

And to the true and faithful performance of all the agreements herein contained, on the part of the said A. B. and C. D., each of them binds himself, his heirs, executors, and administrators, to the other and his heirs, executors, and administrators.

In witness whereof, &c., [*as in General Form.*]

Agreement to be signed by an Auctioneer, after a Sale of Land at Auction.

I HEREBY acknowledge that A. B. has been this day declared by me the highest bidder and purchaser of [*describe the land,*] at the sum of —— dollars, [*or,* at the sum of —— dollars —— cents per acre, or foot,] and that he has paid into my hands the sum of ——, as a deposit, and in part payment of the purchase money; and I hereby agree that the vender, C. D., shall in all respects fulfil the conditions of sale hereto annexed. Witness my hand, at ——, on the —— day of ——, A. D., 1860.

J. S., *Auctioneer.*

Agreement to be signed by the Purchaser of Lands at Auction.

I HEREBY acknowledge, that I have this day purchased at public auction all that [*describe the land,*] for the sum of —— dollars, [*or,* for the price of —— dollars —— cents per acre, or per foot,] and have paid into the hands of J. S., the auctioneer, the sum of ——, as a deposit, and in part payment of the said purchase money; and I hereby agree to pay the remaining sum of —— unto C. D., the vendor, at ——, on or before the —— day of ——, and in all other respects on my part to fulfil the annexed conditions of sale. Witness my hand, this —— day of ——, A. D., 1860.

A. B.

Articles of Copartnership.

ARTICLES of copartnership made and concluded this —— day of ——, in the year one thousand eight hundred and sixty, by and between A. B., bookseller, of the first part, and C. D., bookseller of the second part, both of ———, in the county of ———.

Whereas it is the intention of the said parties to form a copartnership, for the purpose of carrying on the retail business of booksellers and stationers, for which purpose they have agreed on the following terms and articles of agreement, to the faithful performance of which they mutually bind and engage themselves each to the other, his executors and administrators.

First. The style of the said copartnership shall be "—— and

company;" and it shall continue for the term of —— years from the above date, except in case of the death of either of the said parties within the said term.

Second. The said A. B. and C. D. are the proprietors of the stock, a schedule of which is contained in their stock book, in the proportion of two thirds to the said A. B., and of one third to the said C. D.; and the said parties shall continue to be owners of their joint stock in the same proportions; and in case of any addition being made to the same by mutual consent, the said A. B. shall advance two thirds, and the said C. D. one third of the cost thereof.

Third. All profits which may accrue to the said partnership shall be divided, and all losses happening to the said firm, whether from bad debts, depreciation of goods, or any other cause or accident, and all expenses of the business, shall be borne by the said parties, in the aforesaid proportions of their interest in the said stock.

Fourth. The said C. D. shall devote and give all his time and attention to the business of the said firm as a salesman, and generally to the care and superintendence of the store; and the said A. B. shall devote so much of his time as may be requisite, in advising, overseeing, and directing the importation of books and other articles necessary to the said business.

Fifth. All the purchases, sales, transactions, and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of both parties and their legal representatives respectively. An account of stock shall be taken, and an account between the said parties shall be settled, as often as once in every year, and as much oftener as either partner may desire and in writing request.

Sixth. Neither of the said parties shall subscribe any bond, sign or endorse any note of hand, accept, sign, or endorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or in the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other partner.

Seventh. No importation, or large purchase of books or other things, shall be made, nor any transaction out of the usual course of the retail business shall be undertaken by either of the partners, without previous consultation with, and the approbation of, the other partner.

Eighth. Neither party shall withdraw from the joint stock, at any time, more than his share of the profits of the business then earned, nor shall either party be entitled to interest on his share of the capital; but if, at the expiration of the year, a balance of profits be found due to either partner, he shall be at liberty to

withdraw the said balance, or to leave it in the business, provided the other partner consent thereto, and in that case he shall be allowed interest on the said balance.

Ninth. At the expiration of the aforesaid term, or earlier dissolution of this copartnership, if the said parties or their legal representatives cannot agree in the division of the stock then on hand, the whole copartnership effects, except the debts due to the firm, shall be sold at public auction, at which both parties shall be at liberty to bid and purchase like other individuals, and the proceeds shall be divided, after payment of the debts of the firm, in the proportions aforesaid.

Tenth. For the purpose of securing the performance of the foregoing agreements, it is agreed that either party, in case of any violation of them or either of them by the other, shall have the right to dissolve this copartnership forthwith, on his becoming informed of such violation.

In witness, &c., [*as in General Form.*]

Agreement to continue the Partnership; to be endorsed on the Back of the Original Articles.

Whereas the partnership evidenced by the within-written articles has this day expired by the limitations contained herein, [*or* will expire on the ——— day of ——— next,] it is hereby agreed, that the same shall be continued on the same terms, and with all the provisions and restrictions herein contained, for the further term of ——— years from this date, [*or* from the ——— day of ——— next.]

In witness, &c., [*as in General Form.*]

Agreement for the Sale and Delivery of Personal Property

This Agreement, made this ——— day of ———, one thousand eight hundred and sixty, between ——— of the city of ——— of the first part, and ———, of the said city, of the second part—

Witnesseth, that the said ———, in consideration of the covenants on the part of the said ———, doth covenant to and with the said ———, that he will deliver to the said ———, at *his storehouse* in ——— *aforesaid one thousand* bushels of wheat, of good merchantable quality, on or before the ——— day of ——— next.

And the said ———, in consideration of the covenants on the part of the said ———, doth covenant and agree to and with the said ———, that he will pay to the said ——— at the rate of *one dollar* for each bushel of wheat so delivered, immediately on the completion of the delivery thereof.

In witness, &c., [*as in General Form.*]

FORMS OF CONVEYANCES.

A DEED is an instrument in writing between parties legally able to contract, and duly signed, sealed and delivered. Deeds may be written on parchment or paper. Every instrument with a seal attached to it is a deed; but the word deed is generally applied in court only to conveyances of land.

In the State of New-York one witness to the execution of a deed is sufficient. Should there be no witness, it is necessary to have the deed acknowledged by a Commissioner of Deeds. In Vermont, New Hampshire, Rhode Island, Connecticut, Ohio, Pennsylvania, Georgia, Illinois and Indiana, two witnesses are required. In South Carolina, Delaware and Tennessee, two witnesses are only required when the deed is to be proven by witnesses. In the other States no witnesses are necessary.

To render a person legally able to convey property to another by deed the following are necessary, viz:—1st, he or she must be a citizen; 2dly, of a sane mind; 3dly, he or she must be rightfully possessed of the property; 4thly, of age.

A deed takes effect from its delivery to the party to whom it is made or to his authorized agent. A promise to deliver a deed, if accompanied by any act or writing to that import, constitutes a delivery. Or it may be formally delivered, but yet be retained by the maker until certain conditions are performed; and it takes full effect upon the performance of such conditions.

A seal of wax or wafer should always be attached to each signature to a deed. In some of the Southern and Eastern States a circle or scroll with the pen is allowed in the place of a seal; but it is not always safe, and has sometimes led to litigation that might have been avoided if a wafer or sealing wax had been used.

It is not safe to depart from the established forms of deeds. In law a deed consists of the following—1st, the names of the parties making it and to whom it is made; 2dly, the consideration (that is the amount of money) for which the land was sold; 3dly, the description of the property conveyed; 4thly, the quantity of interest in the property conveyed; and 5thly, the conditions, reservations, and covenants (if any) on which it is conveyed.

A married man cannot convey away any part of his real estate without the consent of his wife; and if it shall be subsequently

proven that her consent was wrung or extorted from her through threats, or violence of any kind soever, her interest in the same can be recovered. Hence, it is necessary for her to acknowledge before a Commissioner of Deeds, who shall put the same in writing on the deed, and with his own name as a witness, that she signed the same of her own free will and without fear or coercion of any kind.

Deeds should be recorded without delay in the County Clerk's office of the county in which the property is situate. Neglect of this important step has often led to expensive law suits that might by proper attention to it *in* the beginning have *been* avoided.

Deed Without Covenants.

THIS indenture, made the —— day of ——, in the year of our Lord, one thousand ——, between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, Witnesseth: That the said party of the first part, for and in consideration of the sum of fifty dollars, to him in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged: hath bargained and sold, and by these presents doth bargain and sell, unto the said party of the second part, and to his heirs and assigns for ever, all, &c. [*Here describe the property.*] Together with all and singular, the hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, or demand, whatsoever of him, the said party of the first part, either in law or equity, of, in, and to, the above bargained premises, and every part and parcel thereof: to have and to hold to the said party, of the second part, his heirs, and assigns, to the sole and only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns, for ever.

In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

Sealed and delivered in presence of JAMES MOORE, ISAAC WISE.

A. B. [L.S.]
C. D. [L.S.]

Quit-Claim Deed.

KNOW all men by these presents, that we, A. B., of, &c., and C., the wife of the said A., in consideration of the sum of ——, to us in hand paid, by D. E., of, &c., the receipt whereof we do hereby

acknowledge, have bargained, sold, and quit-claimed, and by these presents do bargain, sell, and quit-claim, unto the said D. E., and to his heirs and assigns for ever, all our, and each of our right, title, interest, estate, claim, and demand, both at law and in equity, and as well in possession as in expectancy of, in, and to all that certain farm, or piece of land, situate, &c., [*describing it,*] with all and singular, the hereditaments and appurtenances thereunto belonging.

In witness, &c. [*as in General Form of Agreement.*]

Deed with Covenants against the Grantor Only.

THIS indenture, made this, &c., between A. B., of ——, of the one part, and C. D., of ——, of the other part, *witnesseth:* That the said A. B., in consideration of ——, to him in hand paid, by the said C. D., the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said C. D., and his heirs and assigns for ever, all ——; together with all and singular, the hereditaments and appurtenances whatsoever, to the same belonging or appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and every part and parcel thereof; and also all the estate, right, title, interest, trust, property, claim, and demand whatsoever, both at law and in equity, of the said A. B., in, to, or out of the said lands, tenements, hereditaments, and premises: to have and to hold the said lands, tenements, and hereditaments, and all and singular other the premises hereinbefore mentioned, with their appurtenances, unto the said C. D., his heirs and assigns, and to his and their only proper use and behoof.

And the said A. B. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said C. D., his heirs, executors, administrators, and assigns, in manner and form following, that is to say: that the said C. D., his heirs and assigns, shall, and may peaceably and quietly have, hold, and enjoy the said lands, tenements, hereditaments, and premises, and every part and parcel thereof, without the let, suit, trouble, eviction, or disturbance of the said A. B., his heirs or assigns, or of or by any other person or persons lawfully claiming, or to claim from, by, or under, or in trust for him, them, or any of them.

And that the said lands, tenements, hereditaments, and premises, and every part and parcel thereof, now are, and from henceforth shall continue, remain, and be unto the said C. D., his heirs and assigns, free and clear, and freely and clearly acquitted, exonerated and discharged of, from, and against all former and other gifts grants, bargains, sales, mortgages, estates, titles, troubles, charges, and encumbrances whatsoever, had, made, done, committed, occasioned, or suffered, by the said A. B., or by any person lawfully

claiming, or to claim by, from, or under him, or by his, their, or any of their act, means, assent, or procurement.

And the said A. B., and his heirs, all and singular the aforesaid lands, tenements, hereditaments, and premises, and every part and parcel thereof, unto the said C. D., his heirs and assigns, against him, the said A. B., his heirs and assigns, shall and will warrant and for ever defend by these presents.

In witness, &c. [*as in General Form of Agreement.*]

Deed with Full Covenants.

This indenture, made the —— day of ——, in the year ——, between A. B., of ——, and C., his wife, of the first part, and D. E., of ——, of the second part, *witnesseth:* That the said parties, of the first part, for and in consideration of the sum of ——, current money of the United States, to them in hand paid, by the said parties of the second part, at and before the ensealing and delivery of these presents, the receipt whereof they do hereby acknowledge; and thereof and therefrom, and of and from every part and parcel thereof, do acquit, release, exonerate and discharge the said party of the second part, his heirs, executors, administrators, and assigns, and every of them, by these presents have granted, bargained, sold, aliened, remised, released, and confirmed, and by these presents do fully, freely, and absolutely grant, bargain, sell, alien, remise, release, and confirm unto the said party of the second part, and his heirs and assigns, for ever, all that messuage, or dwelling-house, and lot of land thereto belonging, situate, lying, and being, &c.; together with all and singular the hereditaments and appurtenances whatsoever, to the said messuage, lot of ground, and premises belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and of every part and parcel thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, of the said parties of the first part, and each of them, of, in, and to the same, or any part or parcel thereof: To have and to hold the said messuage and lot of ground and premises, with their, and every of their rights, members, and appurtenances, unto the said party of the second part, his heirs and assigns for ever, to the only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns for ever.

And the said A. B. and his heirs, all and singular the aforesaid messuage, lot of ground, and premises, with their and every of their rights, members, and appurtenances, hereby granted and released, and every part and parcel thereof, unto the said party of the second part, his heirs and assigns, and against him, the said A. B., his heirs and assigns, and against all and every other person or persons whomsoever, shall and will warrant, and for ever defend by these presents.

And the said A. B., for himself, his heirs, executors, and administrators, and each and every of them, doth hereby promise, covenant, grant, and agree, to and with the said party of the second part, his heirs and assigns, in manner and form following, that is to say: that he, the said A. B., is at the time of the ensealing and delivery of these presents, the true, lawful, and rightful owner and proprietor of the said messuage and lot of ground and premises, with their, and every of their rights, members, and appurtenances, and every part and parcel thereof, of a good, pure, perfect, and indefeasible estate of inheritance, in fee simple, without any manner of condition, or limitation, of any use or uses, or any other matter, cause, or thing whatsoever, to determine, alter, change, or defeat the same.

And that he, the said A. B., has, in himself, good right, full power, and lawful and absolute authority, to grant, bargain, sell, remise, release and confirm the said messuage, and lot of land and premises, with their and every of their appurtenances, unto the said party of the second part, his heirs and assigns, in manner and form aforesaid.

And also, that he the said party of the second part, his heirs and assigns, and every of them, shall, and may, from time to time and at all times for ever hereafter, peaceably and quietly have hold, use, occupy, possess, and enjoy, all and singular, the premises hereintobefore mentioned, or intended to be hereby conveyed, and every part and parcel thereof, with their and every of their appurtenances, without any let, suit, trouble, denial, eviction, ejection, or interruption, whatsoever, of or by him, the said A. B., his heirs or assigns, or at, or by any other person or persons whatsoever, having, or lawfully claiming any estate, right, title, or interest, of, in, or to the same, or any part thereof, and that free and clear, and, freely and clearly acquitted, exonerated, and discharged of and from all, and all manner of former and other bargains, sales, gifts, grants, feoffments, devices, dowers, rights, and titles of dowers, uses, issues, fines, annuities, debts, duties, judgments, executions, recognizances, and all other estates, rights, titles, troubles, charges, and encumbrances whatsoever, had, made, committed, done, or suffered, or to be had, made, committed, done, or suffered, in any wise whatsoever, by him the said A. B., or by any other person or persons whatsoever, having, or lawfully claiming any estate, right, title, or interest, of, in, or to the same, or any part or parcel thereof.

And, moreover, that he, the said A. B., and his heirs, and all and every other person or persons, having, or lawfully claiming any estate, right, title, or interest, of, in, or to the said messuage, lot of ground, and premises, or any part or parcel thereof, by, from, or under him, shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the proper costs any charges of the said party of the second part, his heirs or assigns,

make, do, acknowledge, levy, suffer, and execute, or cause and procure to be made, done, acknowledged, levied, suffered, and executed all and every such further and other act and acts, thing and things device and devices, conveyances and assurances in the law whatsoever, for the further, better, and more effectual conveying, settling, and assuring, of all and singular, the premises herein before mentioned, or intended to be herein conveyed, with their, and every of their rights, members, and appurtenances, to the only proper use and behoof of the said party of the second part, his heirs and assigns for ever, as by the said party of the second part, his heirs or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised, or required.

In witness, &c. [*as in General Form of Agreement.*]

Conveyances of Lands on Sale by Mortgage.

This indenture, made the —— day of ——, in the year ——, between A. B., of, &c., of the one part, and C. D., of, &c., of the other part. Whereas E. F., of, &c., did, by a certain indenture of mortage, dated the —— day of ——, in the year ——, for the consideration of ——, bargain and sell unto the said A. B., and to his heirs and assigns for ever, all that certain, &c.; together with all and singular the hereditaments and appurtenances thereunto belonging: To have and to hold the said granted and bargained premises, with the appurtenances, unto the said A. B., his heirs and assigns, to the only proper use and behoof of the said A. B., his heirs and assigns for ever; provided, nevertheless, and the said indenture of mortgage was thereby declared to be upon condition, that if the said E. F., his heirs, executors, or administrators, should well and truly pay unto the said A. B., his executors, administrators, or assigns, the just and full sum of ——, with lawful interest for the same, on or before the —— day of ——, in the year of ——, according to the condition of a certain bond or writing, obligatory, bearing even date with the said indenture of mortgage, that then, and in such case, the said indenture, and the said writing obligatory, should be void, and of no effect: And the said E. F. did, by the said indenture, for himself, his heirs and assigns, agree with the said A. B., his heirs, executors, administrators, and assigns, that in case it should so happen, that the said sum of ——, and the interest for the same, should be due and unpaid, at the time limited for the payment thereof, in the whole or in part thereof, that then it should and might be lawful for the said A. B., his heirs or assigns at any time after default in payment, to bargain, sell, and dispose of the said mortgaged premises, with the appurtenances, at public vendue, and out of the moneys to arise from the sale thereof, to retain and keep the said sum of —— dollars, and the interest, or so much thereof as might be due, together with the costs and charges of

such sale, or sales, rendering the overplus money, if any, to the said E. F., his heirs, executors, administrators, or assigns: And, whereas the said E. F. did not pay to the said A. B. the said sum of money, with the interest, at the time limited for payment, or at any time since: and the said A. B hath, therefore, in pursuance of the authority so given to him as aforesaid, and according to the statute in such case made and provided, caused the premises to be advertised and sold at public auction; and the same has been struck off to the said C. D., for ——, being the highest sum bid for the same.

Now, therefore, this indenture witnesseth, that the said A. B., in pursuance of the power and statute aforesaid, and also for and in consideration of the said sum of ——, to him in hand paid, by the said C. D., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said C. D., and to his heirs and assigns forever, all the farm, piece, or parcel of land above mentioned, together with the hereditaments and appurtenances, as the same is described and conveyed by said indenture of mortgage; and all the estate, right, title, interest, claim, and demand at law and in equity, of him the said A. B., and also of the said E. F., as far forth as the said A. B. hath power to grant and convey the same, of, in, and to the premises, and every part and parcel thereof: To have and to hold the said above granted and bargained premises, with the appurtenances, unto the said C. D., his heirs and assigns, to the sole and only proper, use and behoof of the said C. D., his heirs and assigns, forever.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Warranty, with Release of Dower.

Know all men by these presents, that I, A. B., of ——, in the county of ——, farmer, in consideration of —— dollars, to me paid, by C. D., of ——, in the county of ——, merchant, (the receipt whereof is hereby acknowledged), do hereby give, grant, bargain, sell, and convey unto the said C. D., his heirs and assigns, a certain tract or parcel of land, situate in ——, aforesaid, bounded and described as follows, viz., [*describe the land,*] with all the privileges and appurtenances thereto belonging.

To have and to hold the aforegranted premises, to the said C. D., and his heirs and assigns, in fee simple forever; and I, the said A. B., for myself and my heirs, executors, and administrators, do covenant with the said C. D., and his heirs and assigns, that I am lawfully seized in fee of the aforegranted premises; that they are free from all encumbrances; that I have good right to sell and convey the same to the said C. D., as aforesaid and that I will

and my heirs, executors, and administrators, shall warrant and defend the same to the said C. D., and his heirs and assigns forever, against the lawful claims and demands of all persons. And for the consideration aforesaid, and for divers other good and valuable considerations, I, H. B., wife of said A. B., do hereby release and quit-claim, unto the said C. D., his heirs and assigns, all my right, claim, or possibility of dower, in or out of the afore-described premises.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Quit-Claim, with Special Warranty.

KNOW all men by these presents, that I, John Slocum, of ——— in the county of ———, farmer, in consideration of ——— dollars to me paid, by William Harris, of ———, in the county of ———, baker, (the receipt whereof is hereby acknowledged,) do hereby convey, revise, release, and forever quit-claim, unto the said William Harris, his heirs and assigns, all that tract or parcel of land situate in ——— aforesaid, bounded and described as follows, viz., [*here describe the land,*] with all the privileges and appurtenances thereto belonging.

To have and to hold the above-released premises to the said William Harris, his heirs and assigns, to his and their use and behoof forever. And I, the said John Slocum, for myself, my heirs, executors, and administrators, do covenant with the said William Harris, his heirs and assigns, that the premises are free from all encumbrances made or suffered by me; and that I will, and my heirs, executors, and administrators, shall warrant and defend the same to the said William Harris, his heirs and assigns forever, against the lawful claims and demands of all persons claiming by, through, or under me, but against none other

In witness, &c. [*as in General Form of Agreement.*]

Deed of Mortgage, with Proviso to keep Premises Insured

KNOW all men by these presents, that I, A. B., of ———, merchant, in consideration of ——— dollars to me paid by C. D., of ———, esquire, (the receipt whereof is hereby acknowledged,) do hereby give, grant, bargain, sell, and convey unto the said C. D., his heirs and assigns, a certain tract or parcel of land, situate in ———, bounded and described as follows, viz., [*describe the land,*] with all the privileges and appurtenances thereto belonging.

To have and to hold the above-granted premises to the said C. D., his heirs and assigns, to his and their use and behoof forever. And I, the said A. B., for myself and my heirs, executors, and administrators, do covenant with the said C. D., his heirs and assigns, that I am lawfully seized in fee simple of the afore-granted premises;

that they are free from all encumbrances; that I have good right to sell and convey the same to the said C. D., his heirs and assigns forever, as aforesaid, and that I will, and my heirs, executors, and administrators shall warrant and defend the same to the said C. D., his heirs and assigns forever, against the lawful claims and demands of all persons.

Provided, nevertheless, that, if the said A. B., his heirs, executors, or administrators, shall pay unto the said C. D., his executors, administrators, or assigns, the sum of ——— dollars in three years from the date of these presents, with interest on said sum, at the rate of six per centum per annum, payable semi-annually, and, until such payment, keep the buildings standing on the land aforesaid insured against fire, in a sum not less than ——— dollars, for the benefit of the said mortgagee and his executors, administrators, and assigns; at such insurance office in ——— as the said C. D. shall approve; then this deed, as also a certain promissory note bearing even date with these presents, signed by the said A. B., whereby the said A. B. promises to pay to the said C. D. the said sum and interest, at the times aforesaid, shall both be absolutely void to all intents and purposes.

[And provided also, that, until default of the payment of the said sum or interest, or other default, as herein provided, the mortgagee shall have no right to enter and take possession of the premises.]

In witness, &c. [*as in General Form of Agreement.*]

Deed to C. D., to hold until E. F. shall become of Age, and then to E. F. in Fee; or, if E. F. shall die before the age of Twenty-one Years, then to C. D. in Fee.

Know all men by these presents, that I, A. B., of, &c., in consideration of ——— dollars, to me paid, by C. D., of ———, &c., and other good and valuable considerations, do hereby give, grant, bargain, sell and convey unto the said C. D. and his son E. F., the following described tract or parcel of land, situate in ——— aforesaid, bounded and described as follows, viz. [*here describe the land,*] with all the privileges and appurtenances thereto belonging.

To have and to hold the above-granted premises unto the said C. D., for and during the minority of his son E. F., and until the said E. F. shall arrive at the age of twenty-one years; and unto the said E. F., and his heirs, to his and their own use, in case he shall arrive at the full age of twenty-one years; but in case the said E. F. shall decease before he arrives at the age of twenty-one years, then unto the said C. D. and his heirs and assigns, to their own use forever.

In witness whereof, [*as in General Form of Agreement.*]

Deed by a Guardian empowered to sell by Leave of Court.

To all persons to whom these presents shall come, D. P., of ———, guardian of A. B. and C. D., minors and children of T. W., late of said ———, deceased, sends greeting:

WHEREAS, by an order of the Probate Court, holden at ———, within and for the county of ———, on Monday the ——— day of ———, in the year ———, the said D. P., in his capacity of guardian, as aforesaid, was empowered and licensed to make sale of the whole of the said minors' interest, being one undivided twelfth part each of the real estate hereinafter described; and whereas, the said D. P., having given bond and taken the oath by law required, before fixing on the time and place of sale, having also given public notice of the said sale by printing a notification thereof, ——— weeks successively, in the newspaper called ———, printed at ———, did, on Monday the ——— day of ———, in the year ———, cause the said minors' interest to be exposed for sale, pursuant to the said notice, at public vendue, on the premises, and the same was then and there struck off to T. B. T., of ———, gentleman, for the sum of ——— dollars, he being the highest bidder therefor.

Now know ye, that I, the said D. P., in my capacity of guardian as aforesaid, by virtue of the license aforesaid, and in consideration of the sum of ——— dollars, to me paid by T. B. T., of ———, &c., (the receipt whereof I hereby acknowledge,) do hereby give, grant, bargain, sell, and convey unto the said T. B. T., his heirs and assigns, two undivided twelfth parts of a certain tract or parcel of land, situate in ———, bounded and described as follows, viz. [*here describe the land,*] being the shares of the said minors therein; with all the privileges and appurtenances thereunto belonging.

To have and to hold the above-granted premises to him the said T. B. T., his heirs and assigns, for ever. And I, the said D. P., for myself, my executors and administrators, do covenant with the said T. B. T., his heirs and assigns, that, in making the said sale, I have in all things observed the rules and directions of the law; and that I will, and my heirs shall, warrant and defend the granted premises to the said T. B. T., against the lawful claims and demands of the said minors and their heirs, and all persons claiming the same by, through, or under them, or either of them.

In testimony whereof, &c. [*as in General Form of Agreement.*]

Deed by an Administrator Empowered to sell by Leave of Court.

To all persons to whom these presents shall come, I, A. B., of ———, in the county of ———, in the State of ———, as I am an administrator of the goods and estate which were of C. D., late of ———, &c., deceased, intestate, send greeting:

WHEREAS, by an order of the ——— Court begun and held at ———, within the county of ———, on the ——— day of ———, last past, I, the said A. B., was licensed and empowered to sell and pass deeds to convey the real estate of the said C. D., hereinafter described; and whereas, I, the said A. B., having given public notice of the intended sale, by printing a notification thereof, three weeks successively, in the newspaper called the ———, printed in ———, agreeably to the order and direction of said Court, and having given the bond and taken the oath by law in such cases required, previous to fixing upon the time and place of said sale, did, on the ——— day of ——— instant, pursuant to the license and notice aforesaid, sell by public auction the real estate of the said C. D., hereinafter described, to E. F., of ———, in the county of ———, gentleman, for the sum of ——— dollars, he being the highest bidder therefor.

Now, therefore, know ye, that I, the said A. B., by virtue of the power and authority in me vested as aforesaid, and in consideration of the aforesaid sum of ——— dollars, to me paid by the said E. F., (the receipt whereof is hereby acknowledged,) do hereby grant, bargain, sell, and convey unto the said E. F., his heirs and assigns, all that tract or parcel of land situate in ———, bounded and described as follows, viz. [*Here describe the land.*]

To have and to hold the afore-granted premises to the said E. F., his heirs and assigns, to his and their use and behoof forever. And I, the said A. B., for myself, and my heirs, executors, and administrators, do hereby covenant with the said E. F., his heirs and assigns, that, in pursuance of the license aforesaid, I took the oath and gave the bond by law required, and gave public notice of said sale as above set forth.

In witness, &c. [*as in General Form of Agreement.*]

Deed by an Administrator of an Estate which his Intestate had by Deed bound Himself to convey.

To all people to whom these presents may come, A. B., of, &c., administrator of the goods and and estate which were of Y. Z., late of, &c., deceased, intestate, sends greeting:

WHEREAS, heretofore, on the ——— day of ———, an agreement was made between the said intestate and O. P., of, &c., whereby the said Y. Z., on certain conditions in said agreement stated, engaged and bound himself by deed to convey the estate in said agreement described, to the said O. P., which said agreement was as follows, to wit. [*here recite the agreement;*] and whereas the said O. P. has fully complied with and performed all the conditions, on his part, in said agreement contained, and, on representation thereof to the Court of ———, holden at ———, on ———, the said Court, by their decree, did authorize and empower me, the

said administrator, by deed, to grant and convey the estate in said agreement described, to the said O. P., upon the terms and conditions in said agreement contained:—

Now, therefore, know ye, that, by virtue of the authority and decree by said Court, given as aforesaid, and, in order to carry into full effect the said agreement of the said Y. Z., on his part, that I, the said A. B., administrator as aforesaid, in consideration of ——, to me in that capacity paid by the said O. P., (the receipt whereof I do hereby acknowledge,) and in consideration that the said O. P has in all things fulfilled and performed the conditions, on his part in said agreement contained, have given, granted, sold, and assigned, and by these presents I do give, grant, sell, and assign to him, the said O. P., his heirs and assigns, all the said Y. Z.'s right, title, and interest, which he had, at the time of his decease, in and to the estate in said agreement described.

To have and to hold the same to him, the said O. P., his heirs and assigns, to his and their use and behoof forever, in as full and ample a manner as I, the said A. B., in my capacity of administrator of said Y. Z., as aforesaid, and by force of said decree and authority or license of said Court, am empowered to convey the same.

In testimony whereof, &c. [*as in General Form of Agreement.*]

Deed by a Sheriff of an Equity of Redemption sold at Auction.

To all persons to whom these presents shall come, A. B, of Boston, in the county of Suffolk, and commonwealth of Massachusetts, gentleman, a deputy sheriff under M. N., sheriff of said county, esquire, sends greeting:

Whereas, I, the said A. B., as deputy Sheriff, as aforesaid, on the ——, at said Boston, attached on mesne process, on a suit wherein W. X., of &c., was plaintiff, and Y. Z., of &c., was defendant, all the right in equity which the said Y. Z. then had to redeem the real estate hereinafter described; and, whereas, by consideration of the justices of the court of ——, holden at Boston, within and for the said county of Suffolk, on ——, the said W. X. recovered judgment against the said Y. Z., for the sum of ——, debt or damage, and costs of suit taxed at the sum of ——, on which judgment, by order of said court, a writ of execution was issued on the —— day of ——, directed to me, the said A. B., to be levied, satisfied, and executed; and, whereas, by virtue of said writ of execution, and in order to satisfy the same, I did afterwards, on the —— day of ——, take and seize the right in equity of the said Y. Z., of redeeming the following described real estate, to wit, &c., [*describe the estate;*] and, whereas, afterwards, on the —— day of ——, having given due notice to the said Y. Z., and having duly

advertised the premises according to law, in due form, I sold the same at public auction to O. P., of &c., who was the highest bidder therefor, and the purchaser thereof at said sale, for the sum of ——, which was the greatest sum then and there bid therefor.

Now, therefore, know ye, that I, the said A. B., in my capacity of deputy sheriff as aforesaid, in consideration of the said sum of ——, to me paid by the said O. P., (the receipt whereof is hereby acknowledged,) have bargained, granted, sold and conveyed, and by these presents I do bargain, grant, sell, and convey to the said O. P., all the right which the said Y. Z., at the said time of said attachment, had of redeeming the before-described estate, and every parcel thereof.

To have and to hold the same, to him, the said O. P., his heirs, executors, administrators, and assigns, to his and their use and behoof for ever; subject, nevertheless, to the said Y. Z.'s right of redeeming the same. And I, the said A. B., do covenant with the said O. P., as aforesaid, that, in making the said attachment and sale, and in every thing the same concerning, I have complied with, observed, and obeyed all the rules and requisitions in law for attaching, and on execution making sales of, rights in equity to redeem real estate.

In testimony, &c. [*as in General Form of Agreement.*]

Short Form of a Deed with full Covenants.

KNOW all men by these presents, that we, John Doe, and Mary his wife, of the town of Dover, in the county of Dutchess, for and in consideration of the sum of fifty dollars, to us in hand now here paid, have granted, bargained, sold, and by these presents do grant, bargain, sell, and convey unto John Smith, of the same place, all that certain parcel of land, situate in the said town of Dover, and described as follows: (*or*, which, in a deed of conveyance, made by Richard Roe to the said John Doe, dated the ——— day of ———, in the year ———, was described as follows:) [*here insert boundaries;*] with all the appurtenances, and all the right, title, interest, claim, and demand of us, or either of us, in the premises; to have and to hold the same, with the appurtenances, unto the said John Smith, and his heirs, in fee simple, forever. And I, the said John Doe, for myself and my heirs, do hereby covenant and agree, to and with the said John Smith, and his heirs and assigns, that I am now the owner of the said premises, and am seized of a good and indefeasible estate of inheritance therein, and that I have full right and power to sell and convey the same in fee simple absolute; that the said premises are free and clear of all incumbrances; that the said John Smith, his heirs and assigns, may forever hereafter, have, hold, possess, and enjoy the same, without any suit, molestation, or interruption, by any per-

son whatever, lawfully claiming any right therein and that I, the said John Doe, and all persons hereafter claiming under me, will at any time hereafter, at the request and expense of the said John Smith, his heirs or assigns, make all such further assurances for the more effectual conveying of the said premises, with the appurtenances, as may be reasonably required by him or them; and that I, the said John Doe, and my heirs, will warrant and defend the said premises, with the appurtenances, unto the said John Smith, and his heirs and assigns, forever.

In testimony, &c. [*as in General Form of Agreement.*]

Deed by Executors under an Authority in a Will.

To all persons to whom these presents shall come, we, A. B. and C. D., both of, &c., executors of the last will and testament of Y. Z., late of, &c., deceased, testate, send greeting:

Whereas, the said Y. Z., in order to enable his said executors fully to carry into effect his intentions, did, in and by his last will and testament, authorize and empower his said executors, in any manner which they should deem proper, to make sale of and execute and deliver deeds to convey, all his, the said testator's real estate:

Now, therefore, know ye, that by virtue and authority to us given by said Y. Z., in his last will and testament, we, the said A. B. and C. D., executors as aforesaid, in consideration of the sum of ——, to us paid by O. P., of, &c., (the receipt whereof is hereby acknowledged,) have given, granted, bargained, sold and conveyed, and by these presents we do give, grant, bargain, sell, and convey, unto the said O. P., his heirs and assigns, the following described parcels of real estate, which was the property of the said Y. Z., situate in ——, and bounded and described as follows, to wit: &c.

To have and to hold the aforegranted premises to him, the said O P., his heirs and assigns, to his and their use and behoof forever. And we, the said A. B. and C. D., do covenant with the said O. P., his heirs and assigns, that we are lawfully the executors of the last will and testament of said Y. Z; and that we have not made or suffered any incumbrance on the hereby-granted premises, since we were appointed executors of said Y. Z.; and that we have in all respects acted, in making this conveyance, in pursuance of the authority granted to us in and by the said last will and testament of the said Y. Z.

In testimony, &c. [*as in General Form of Agreement.*]

Deed of a Right of Way and Drain.

WHEREAS, H. S. and T. L., both of ——, in the county of ——, housewrights, are the joint owners of a lot of land, with a dwelling-house and appurtenances, fronting northerly on —— street, in said ——, and E. B. N., of said ——, mason, is the owner of a lot of land and house, also fronting northerly on said street, and adjoining the house of the said S. and L., on the easterly side thereof, and an agreement has been made between the said S. and L. and the said N., by which the said S. and L. have agreed to grant to said N., his heirs and assigns, being the owner of said land and house, a right of way in and over a part of their premises, and a right of drain through and under the same:

Now, therefore, know all men by these presents, that we, the said H. S. and T. L., in pursuance of the said agreement, and in consideration of the sum of —— dollars, to us paid by the said E. B. N., do hereby give, grant, sell, and convey unto the said E. B. N., and his heirs and assigns, a right of way in and over a certain strip of land on the easterly side of our, the said S. and L.'s land, for him the said N., his tenants, servants, heirs, and assigns, at all times to pass and repass from —— street aforesaid to the rear of the said N.'s land, and from the rear of said house to said street, the said strip of land being of the width of —— feet, and of the length of —— feet, and running from said —— street to the rear of said land of said S. and L.; and the said way is and shall be forever of said dimensions, and of the height of —— feet; and also, for the consideration above mentioned the said S. and L. do hereby give, grant, sell and convey to the said N., his heirs and assigns, the right to enter a drain from his said land into the drain now running under the said strip of land, to be used as a passage-way as aforesaid, and the same to use as a sewer or drain from said N.'s land to the common sewer in —— street; the said N., and his heirs and assigns, at all times paying their just proportion of the expenses of cleaning and repairing the same.

To have and to hold the said easements and privileges to him, the said N., his heirs and assigns forever, as appurtenances to his and their said land and house above described.

[*Add covenants of seisin, right to sell, and warranty.*]

Deed of a Water-Course.

THIS indenture, made, &c. [*Here insert the parties.*] Whereas the said A. B. and C. D., at the time of the sealing and delivery of these presents, are respectfully seized in fee of and in two contiguous tracts, pieces, or parcels of land, with the appurtenances, in the township of ——, aforesaid; and, whereas, there is a dam and race, or water-course, erected and made in and upon a certain run or stream of water (called ——,) within the land of the said A. B.,

for watering, overflowing, and improving meadow ground thereon; now this indenture *witnesses:* That said A. B., for divers good causes and considerations, and more especially for and in consideration of the sum of one dollar, to him paid by the said C. D., at or before the sealing and delivery hereof, (the receipt whereof he does hereby acknowledge,) has granted, bargained, sold, released, and confirmed, and by these presents does grant, bargain, sell, release, and confirm, unto the said C. D., and to his heirs and assigns, all the water of the said run or stream of water, to be led and conveyed from the said dam, along the race or water-course aforesaid, into the said land of the said C. D., for the space of four days in every week, to wit: from Tuesday evening at sunset, to Saturday evening at sunset, from the first day of April to the first day of October, yearly and every year, for the watering, overflowing, and improving of meadow ground on the land of the said C. D., together with free ingress, egress, and regress, to and for the said C. D., his heirs and assigns, and his and their workmen, with horses, carts, and carriages, at all convenient times and seasons, through the land of the said A. B., his heirs and assigns, in and along the banks of the said dam and race, or water-course, for the amending, cleaning, and repairing the same, with liberty and privilege, for that purpose, to dig and take stones and earth from the adjacent land of the said A. B., when and as often as need be, or occasion require. To have and to hold, all and singular, the premises and privileges hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said C. D., to the only proper use and behoof of the said C. D., his heirs and assigns forever, he or they paying one moiety or half part of the expenses, which from time to time may accrue, in supporting, cleansing, and repairing the dam and water-course aforesaid.

In witness, &c., [*as in General Form of Agreement.*]

Sheriff's Certificate of the Sale of Real Estate.

SUPREME COURT. }
E. F. *vs.* C. D. }

I, A. B., Sheriff of the county of ——, do certify, that by virtue of an execution in the above cause, tested the —— day of ——, in the year ——, by which I was commanded to make of the goods and chattels of C. D., in my bailiwick, —— dollars, which E. F had recovered against him in the said Court, for his damages, which he had sustained as well by reason of the not performing certain promises as for his costs and charges, and if sufficient goods and chattels could not be found, that then I should cause the said damages to be made of the real estate which the said C. D had on the —— day of ——, in the year ——, or at any time afterwards, in whose hands soever the same might be, as by the said

writ of execution, reference being thereunto had, more fully appears; I have levied on and this day sold, at public vendue, according to the statute in such case made and provided, to G. H. who was the highest bidder, for the sum of —— dollars, which was the whole consideration, the real estate described in the annexed notice, (*or* "the real estate described as follows:")—[*Insert description.*]

And that the said sale will become absolute at the expiration of fifteen calendar months from this day, at which time the purchaser will be entitled to a conveyance pursuant to law, unless the said lands shall be redeemed or purchased from him.

Given under my hand, this first day of January, 1860.

A. B., Sheriff of the County of ——

NOTE.—If the real estate be sold in separate parcels, the certificate must specify the price paid for each distinct lot or parcel

The recital of the execution in the Sheriff's certificate is not necessary to its validity; but it is advisable to recite as much of the execution as is usually set forth in the Sheriff's deed: in order that, if the execution be returned, the deed may be drawn from the certificate.

Sheriff's Deed to the Purchaser.

To all to whom these presents shall come, I, A. B., Sheriff of the County of ——, send greeting:—Whereas, by a writ of execution, issued out of the Supreme Court of the State of New-York, to me directed and delivered, tested the —— day of ——, in the year ——, I was commanded to make of the goods and chattels of C. D., in my bailiwick, —— dollars, which E. F. had recovered against him in the said Court, for his damages, which he had sustained as well by reason of the not performing certain promises as for his costs and charges, and that if sufficient goods and chattels could not be found, that then I should cause the said damages to be made of the real estate, which the said C. D. had on the —— day of ——, in the year ——, or at any time afterwards, in whose hands soever the same might be, as by the said writ of execution, reference being thereunto had, more fully appears. And, whereas, after the coming of the said writ to me, and before the day of the return thereof, I did, by virtue of the said writ, seize and take the lands hereinafter particularly described, and have, for want of goods and chattels in my bailiwick, of the said C. D., to satisfy the said damages, sold the said lands, as is hereinafter mentioned, at public auction, according to the statute in such case provided, to G. H., for —— dollars, being the highest sum bid for the same.

And, whereas, upon the said sale, I made out and subscribed duplicate certificates thereof, containing a particular description of the premises sold, the price bid for the same, (*or* "for each distinct parcel thereof," *if sold in parcels,*) the whole consideration money paid, and the time when such sale would become absolute, and the purchaser would be entitled to a conveyance pursuant to

law; one of which duplicate certificates was, within ten days after the sale of the said lands, filed in the office of the Clerk of the said County of ——, and the other was delivered to the said purchaser.

And, whereas, the said premises, after the expiration of fifteen months from the time of the said sale, remained unredeemed, and no creditor of the said C. D. hath acquired the right or title of the said purchaser, according to the statute in such case made and provided: Now, therefore, know ye, that I, the said A. B., the Sheriff aforesaid, by virtue of the said writ of execution, and of the statutes in such case made and provided, in consideration of the said sum of ——, to me in hand paid by the said G. H., the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by these presents do grant, bargain, and sell, unto the said G. H., and to his heirs and assigns, forever, all ——, [*insert boundaries,*] with its appurtenances, and all the estate, right, title, and interest, which the said C. D. had in the said tract, piece, and parcel of land, on the said —— day of ——, in the year ——, or at any time since, or now hath: To have and to hold the said land and premises, and every part thereof, with the appurtenances, unto the said G. H, his heirs and assigns, forever, as fully and absolutely as I, the said A. B., as Sheriff aforesaid, and under the authority aforesaid, might, could, or ought to sell and convey the same.

In witness, &c., [*as in General Form of Agreement.*]

Affidavit to entitle a Creditor to acquire the Title of the Original Purchaser at a Sheriff's Sale.

Dutchess County, ss.

JOHN SMITH, a creditor (or "O. P., attorney" or "agent of John Smith, a creditor") of C. D., named in the copy of the docket of judgment hereto annexed, being sworn, saith, that the true sum due on said judgment, now, at the time of claiming the right to acquire the title of G. H., the original purchaser at the Sheriff's sale of the estate of C. D., is —— dollars and —— cents.

JOHN SMITH.

Sworn, this —— day of ——, before me.

Deed of Release.

THIS Indenture, made —— between A. B. of ——, of the one part, and C. D., of ——, of the other part, *Witnesseth*, That the said A. B., for, and in consideration of the sum of —— to him the said A. B. in hand, well and truly paid, at, or before the ensealing and delivery of these presents, the receipt whereof, he, the said A. B., doth hereby acknowledge, and thereof, and from every part and parcel thereof doth release, and forever discharge the said C D., his heirs, executors, and administrators, and every of

them by these presents, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents doth grant, bargain, sell, alien, release, and confirm unto the said C D., (in his actual possession now being, by virtue of a bargain and sale to him thereof made, for one whole year, by indenture, bearing date the day next before the day of the date of these presents, and by force of the statute made for the transferring of uses into possession :) and to his heirs and assigns, all that messuage, &c., together with all easements, profits, commodities, advantages, emoluments, and hereditaments whatsoever, to the same belonging, or in any wise appertaining, or, which, to, and with the same now are, or at any times heretofore have been held, used, occupied, accepted, reputed, taken, or known, as part, parcel, or member thereof, or of any part thereof; and the reversion and reversions, remainder and remainders, rents, issues, and profits, of all and singular, the said premises, and every part and parcel thereof, with the appurtenances, and also all the estate, right, title, interest, property, claim, and demand whatsoever, in law or equity, of him the said A. B., of, in, and to all, and singular, the said premises above mentioned, and of, in, and to every part and parcel thereof, with the appurtenances, *To have and to hold* all and singular, the said messuage, or tenements, lands, hereditaments, and premises above, in and by these presents, released, and confirmed, and every part and parcel thereof, with the appurtenances, unto the said C. D., his heirs, and assigns forever to the only proper use and behoof of the said C. D., his heirs, and assigns forever; (or to, and for such intents and purposes as are hereinafter mentioned, expressed, and declared of, and concerning the same, that is to say : [*expressing the uses at large.*]

[*For the covenants, see deed with full covenants.*]

Deed of Confirmation from a Person on attaining the Age of Twenty-one Years, who was made a Party to a Conveyance before he was of Age. To be endorsed on Conveyance.

Memorandum, That the within named C. D. was not of age, a the time of making the within written Indenture, but hath now attained his full age of twenty-one years; and did on this —— day of ——, seal and deliver this present Indenture, in the presence of

DEED.

This Indenture, made, &c., between C. D., of, &c., a son, and one of the heirs of E. D., deceased, of the one part, and A. B., of, &c., of the other part. Whereas, by a certain deed of bargain and sale, bearing date on or about, &c., and made between E. F. and the said C. D., of the one part, and the said A. B., of the other part

for the consideration of five hundred dollars, the several messuages or tenements therein mentioned, and hereinafter intended to be released, and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the use of the said A. B., his heirs and assigns, forever, as by the said indenture of bargain and sale, relation being thereunto had, may more fully appear: And, whereas, the said C. D., at the time of the date and making the said in part recited Indenture of bargain and sale, was not of the age of twenty-one years, but hath since attained to such his age of twenty-one years, and hath this day ——, before the execution of these presents, duly sealed and delivered the said in part recited Indenture of bargain and sale: Now this Indenture *Witnesseth*, That as well in performance of a covenant for further assurance in the said Indenture of bargain and sale contained, as also for and in consideration of the sum of —— dollars, to him the said C. D. in hand paid by the said A. B., at and before the ensealing, &c., being his full part and share of, and in the before mentioned sum of five hundred dollars, agreed to be paid for the purchase of the said messuage, tenements, and hereditaments, the receipt whereof he the said C. D. doth hereby acknowledge, he the said C. D. hath remised, released, aliened, and quit-claimed, and by these presents doth absolutely remise, release, alien, and forever quit-claim, and confirm unto the said A. B., in his actual possession now being by virtue of the before mentioned Indenture of bargain and sale, and to his heirs and assigns, all, &c. To have and to hold unto, and to the use of the said A. B., his heirs and assigns, forever. [*Insert a covenant that he has done no act to encumber, except, &c., and for further assurance, &c.*]

In witness, &c., [*as in General Form of Agreement.*]

Deed of Gift.

This Indenture, made, &c. between E. F., of ——, of the one part, and G. H., son of the said E. F., of the other part, *Witnesseth*, That the said E. F., as well for and in consideration of the natural love and affection which he, the said E. F., hath and beareth unto the said G. H., as also for the better maintenance, support, and livelihood of him, the said G. H., hath given, granted, aliened, enfeoffed, and confirmed, and by these presents doth give, grant, alien, enfeoff, and confirm, unto the said G. H., his heirs, and assigns, all that messuage, &c. Together with all and singular, the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of him the said D. F., of, in, and to the said messuage, tenements, and premises, and of, in, and to every part and parcel thereof, with their, and every of their

appurtenances: To have and to hold the said messuage, tenements, hereditaments, and all and singular, the premises hereby granted and confirmed, or mentioned, or intended so to be, with their, and every of their appurtenances, unto the said G. H., his heirs, and assigns to the only proper use and behoof of him the said G H., his heirs and assigns, forever. And the said E. F., for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said G. H., his heirs, and assigns, by these presents, that he, the said G. H., his heirs, and assigns, shall, and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said messuage, farm, lands, tenements, hereditaments, and premises hereby granted and confirmed, or mentioned, or intended to be hereby granted and confirmed, with their. and every of their appurtenances, free, clear, and fully discharged, or well and sufficiently saved, kept harmless, and indemnified of, from, and against all former and other gifts, grants, bargains, sales, jointures, feoffments, dowers, and estates, and of, from, and against all former and other titles, troubles, charges, and encumbrances whatsoever, had, done, or suffered, or to be had, made, done, or suffered, by him the said E. F., his heirs, or assigns, or any other person or persons, lawfully claiming, or to claim, by, from, or under him, them, or any of them.

In witness, &c., [*as in General Form of Agreement.*]

Deed of Partition of Lands Descended.

This Indenture, made the —— day of ——, in the year ——, between A. B., of, &c., and C., his wife, one of the daughters and heirs of D. E., late of, &c., of the one part, and F. G., widow, sister of the said C., another of the daughters and heirs of the said D. E., of the other part, *Witnesseth*, That it is covenanted, granted, and agreed, between the parties for the partition, to be had and made of the inheritance of the lands, tenements, and hereditaments, which descended to the said A. F., in coparcenary, by and after the death of their father, the said D. E., in manner and form following. First, it is covenanted and granted, between the said parties, and the said F. doth grant, by these presents, that the said A. B., and C., his wife, in the right of the said C., shall have, for their part and purparty of the aforesaid lands, tenements, and hereditaments, all, &c., [*describing the share,*] which the said A. B. and C., his wife, as in the right of the said C. shall have and enjoy, to her and her heirs, in full recompense and allowance of and for her part, and purparty, that to her belongeth, or ought to belong, of all the said lands, tenements, and hereditaments, by and after the decease of the said D. E., as one of his daughters, and heirs. Second, it is in like manner covenanted and granted between the said parties, and the said A. B., and C., his wife, doth

grant by these presents, that the said F. shall have, for her part and purparty of the aforesaid lands, tenements, and hereditaments, all, &c., [*describing the share,*] which the said F. shall have and enjoy to her and her heirs, &c., [*as before.*]

In witness, &c., [*as in General Form of Agreement.*]

Deed of Partition between Tenants in Common.

This Indenture, made, &c., between A. B., of, &c., of the one part, and C. D., of, &c., of the other part, *Witnesseth*, That, whereas, they, the said A. B. and C. D., have, and hold in common, and as tenants in common, in equal parts, all, &c. It is covenanted, granted, concluded, and agreed, by and between the said parties, and each of them, covenants, grants, concludes, and agrees, for himself, his heirs, and assigns, that a partition of the said lands, and other premises, in manner and form following, that is to say:

First, the said A. B. shall, from henceforth, have, hold, possess, and enjoy, in severalty by himself, and to him, and his heirs, and assigns, for his half part, purparty, share, and proportion, of the said lands and premises, all, &c. Together with all and singular, the hereditaments and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

And the said C. D. doth accordingly give, grant, release, and confirm unto the said A. B., his heirs, and assigns, the lands and premises so as aforesaid set apart to the said A. B., as and for his part and share aforesaid: and, moreover, the said C. D., for himself, his heirs, executors, and administrators, doth hereby covenant to and with the said A. B., his heirs, and assigns, that he, the said A. B., his heirs, and assigns, shall, and may, from time to time, and at all times hereafter, well and peaceably have, hold, possess, and enjoy the lands and premises herein before assigned and conveyed to the said A. B., for his part and share, as aforesaid, free, clear, and discharged of and from all estates, rights, titles, interests, charges, and encumbrances, whatsoever, had, made, caused, or suffered to be made, caused, or suffered, of or by the said C. D., or any person claiming, or to claim, by, from, or under him, and without any let, trouble, suit, entry, disturbance, or interruption of the said C. D., his heirs, or assigns, or of any person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them.

Second, the said C. D. shall from henceforth have, hold, possess, and enjoy, in severalty by himself, &c., [*proceed to set his share as above and add the covenants.*]

In witness, &c. [*as in General Form of Agreement.*]

Deed of Surrender of a Term of Years to the Person having the Reversion.

This Indenture, made the —— day of ——, between A. B., of, &c., of the one part, and C. D., &c., of the other part. Whereas, the said C. D., by his Indenture of lease, bearing date, &c., did demise, set, and to farm let, &c., [*reciting the property, and the term as in the lease.*] Now these presents *Witness*, That for and in consideration of ——, to the said A. B., in hand paid, at the sealing and delivery of these presents, by the said C. D., and to the intent and purpose that the said term, in the said lands and premises, may be wholly merged and extinguished, he, the said A. B., hath given, granted, and surrendered, and by these presents doth give, grant, and surrender, unto the said C. D., and his heirs, all the said lands and premises in the said Indenture of lease, contained and demised as aforesaid, and all the estate, right, title, interest, term of years, property, claim, and demand, whatsoever, of him, the said A. B., of, in, to, or out of the same, or any part or parcel thereof: To have and to hold the said lands and premises to the said C. D., his heirs and assigns, and to his and their only proper use and behoof.

And the said A. B. doth hereby, for himself, his heirs, executors, and administrators, covenant and agree to and with the said C. D., his heirs and assigns, that he, the said A. B., hath not at any time heretofore made, done, committed, executed, permitted, or suffered, any act, deed, matter, or thing, whatsoever, whereby, or wherewith, or by reason or means whereof, the said lands and premises hereby assigned or surrendered, or any part or parcel thereof, are, or is, or may, can, or shall be, any ways impeached, charged, affected, or encumbered.

In witness whereof, [*as in General Form of Agreement.*]

Surrender of a Lease by Endorsement.

Whereas, the within named A. B. hath lately sold the freehold and inheritance of the land and premises, by the within Indenture demised to C. D., and the same have been conveyed to him, the said C. D., his heirs and assigns forever: Now, know all men, by these presents, that in consideration of —— to the within named E. F., by the said C. D., in hand paid, at the ensealing and delivery of these presents, he, the said E. F., at the request and desire, and upon the acceptance of the said C. D., hath bargained, sold, surrendered, yielded, and given up, and by these presents doth bargain, sell, surrender, yield, and give up, unto the said C. D., and his heirs, all and singular, the lands and premises, by the within written Indenture, demised or mentioned, or intended so to be; and all the estate, right, title, interest, term of years, property, claim, and demand, of him, the said E. F., of, in, or to the same, or any part or parcel thereof, to the end and intent that the residue and

remainder of the within mentioned term may become, and be merged and extinguished in the estate of freehold vested in the said C. D., of, and in the said lands and premises. And the said E. F. doth hereby, &c. [*Covenant as before.*]

In witness, &c. [*as in General Form of Agreement.*]

Surrender of a Lease to the Lessor by Endorsement.

KNOW all men, by these presents, that I, the within named A. B., in consideration of ——, to me in hand paid, at, and before the ensealing and delivery of these presents, do, for me, my executors and administrators, bargain, sell, surrender, and yield up, from the day of the date hereof, unto the within named C. D., and his heirs, (*or* his executors and administrators,) as well the within Indenture of lease, as the land and premises therein mentioned, and the term of years therein yet to come, with all my right, title, and interest thereto, and that free and clear of all encumbrances of what kind soever, at any time, by me, or by my privity, consent, or procurement, done, committed, or suffered.

In witness, &c. [*as in General Form of Agreement.*]

Release by a Mortgagee to the Mortgagor, of part of the Mortgaged lands, part of the money being paid.

THIS Indenture, made this —— day of ——, between A. B., of, &c., and C. D., of, &c. Whereas, the said C. D., by his Indenture of mortgage, bearing date the —— day of —— did, for the consideration therein specified, and for securing the payment of the moneys therein mentioned, convey to the said A. B. —— certain lands situate at ——, and of which the lands hereinafter contained are part and parcel. And, whereas, the said C. D. hath, on the day of the date hereof, paid unto the said A. B. the sum of ——, part of the moneys so intended to be secured, and all interest due and owing, for the whole, principal money, so that there is due to the said A. B., upon the said security, the sum of ——, principal money, and no more. And, whereas, the said A. B., at the desire and request of the said C. D., hath agreed to surrender and release to the said C. D., his heirs and assigns, the lands hereinafter described, and to accept and take the residue of the mortgaged land as his security for the sum remaining due, as aforesaid, and the interest thereof. Now these presents *Witness*, That the said A. B., in pursuance of the said agreement, and in consideration of one dollar, to him in hand paid, at, and before the ensealing and delivery of these presents, by the said C. D., hath granted, released, assigned, and made over, and by these presents doth grant, release, assign, and make over, to the said C. D., and to his heirs and assigns, all the part of the said mortgaged lands, described and

bounded as follows, that is to say, &c., with the hereditaments and appurtenances to the same belonging, and all the right, title, and interest of the said A. B., of, in, or to the same, to the intent that the lands aforesaid, and hereby conveyed, may be discharged from the said mortgage, so that the rest of the lands, in the said mortgage specified, may remain to the said A. B. as heretofore. To have and to hold the lands and premises hereby released and conveyed to the said C. D., his heirs and assigns, to his and their only proper use and behoof forever.

In witness, &c. [*as in Geneal Fom of Agreement.*]

Release of Dower by a Widow.

To all to whom these presents shall come, A. B., of, &c., relict of B. B., late of, &c., send greeting: Know ye, that the said A. B., for, and in consideratiou of ——, to her in hand paid, at, or before the ensealing and delivery of these presents, by her son C. B., of, &c., hath granted, remised, released, and forever quit-claimed, and by these presents doth grant, remise, release, and forever quit-claim, unto the said C. B., his heirs, and assigns, forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand, whatsoever, in law and equity, of her, the said A. B., of, in, and to [*a certain parcel of land, &c., or if the release is intended to be a generul one, say*] all, and every, the messuages, lands, tenements, and real estate, whereof the said B. B., died, seized, or possessed, or whereof he was seized or possessed, at the time of his intermarriage with the said A. B., or at any time since, wheresoever the same may lie, and be situate, so that she, the said A. B., her heirs, executors, administrators, or assigns, nor any other person or persons, for her, them, or any of them, have, claim, challenge, or demand, or pretend to have claim, challenge, or demand, any dower or thirds, or any other right, title, claim or demand, of, in, or to the same, or any part or parcel thereof, in whosoever hands, seisin or possession, the same may or can be, but thereof and therefrom shall be utterly barred and excluded, forever, by these presents.

In witness, &c. [*as in General Form of Agreement..*]

Release of Dower by Endorsement on a Deed.

Know all men by these presents, that A. B., the widow and relict of the within named C. D., lately deceased, in consideration of the sum of ten dollars, to her in hand paid, by the within named E. F., of, &c., at, or before the execution of these presents, the receipt whereof, &c., and for divers other good causes and considerations, her thereunto moving, hath remised, released, and forever quit-claimed, and by these presents doth, for herself, her heirs, ex-

ecutors, and administrators, remise, release, and forever quit-claim, unto the said E. F., his heirs and assigns, all the dower, and right and title of dower, and all other the estate, right, title, interest, claim, and demand, whatsoever, both at law and in equity, of her, the said A. B., which she now hath, or which she, her heirs, executors, or administrators, can or may at any time hereafter, have, claim, or demand of, in, to, or out of all and singular, the said land and premises, by the within Indenture conveyed, or mentioned, or intended so to be, or their appurtenances, or any part thereof, so that she, the said A. B., her heirs, executors, and administrators, or any of them, shall not, nor will, at any time hereafter, have claim, or pretend to any such dower, or right, or title of dower, or other estate, right, title, interest, pretence, claim, or demand, as aforesaid, of, in, to, or out of the said premises, or any part thereof, with their appurtenances, but of, and from the same, and every part thereof, shall and will be from henceforth utterly debarred and excluded forever, by these presents.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Gift of Personal Estate.

Know all men by these presents, that I, A. B., of, &c., in consideration of the natural love and affection which I have and bear for my son, C. B., and also for divers other good causes and considerations, me, the said A. B., hereunto moving, have given, granted and confirmed, and by these presents, do give, grant, and confirm, unto the said C. B., all and singular, my goods, chattels, leases, and personal estate whatsoever, in whose hands, custody, or possession soever they be: To have, hold, and enjoy, all and singular, the said goods, chattels, and personal estate, aforesaid, unto the said C. B., her executors, administrators, and assigns, to the only proper use and behoof of the said C. B., her executors, administrators, and assigns, forever. And I, the said A. B., all and singular, the said goods, chattels, personal estate and other the premises, to the said C. B., her executors, administrators, and assigns, against me, the said A. B., my executors and administrators, and all, and every other person and persons, whatsoever, shall and will warrant, and forever defend, by these presents: of all and singular, which said goods, chattels, personal estate, and other premises, I, the said A. B., have put the said C. B. in full possession, by delivering to her one pewter dish, at the time of the sealing and delivery of these presents, in the name of the whole premises hereby granted.

In witness, &c. [*as in General Form of Agreement.*]

Deed of Gift by a Father to a Son of his Personal Property, on Conditions.

THIS Indenture, made the, &c., between A. B., of, &c., of the one part, and C. B., of, &c., of the other part. Whereas, the said A. B., being the father of the said C. B., by reason of his age and infirmities, is not capable of attending to his estate and affairs as formerly, and has therefore agreed, for advancement of the said C. B., to make over his property to the said C. B., so that the said C. B. should pay the debts of the said A. B., and afford him a maintenance as is hereinafter mentioned; Now this indenture *Witnesseth*, That the said A. B., in order to carry the said agreement into effect, and in consideration of the natural love and affection which he hath for and towards his son, the said C. B., and of the provisoes, covenants, and agreements, hereinafter mentioned, by the said C. B., to be observed and performed, hath given, granted, bargained, sold, and assigned, and by these presents, doth give, grant, bargain, sell, and assign, unto the said C. B., his executors, administrators, and assigns, all and singular, his household goods, and implements of household stock in trade, debts, rights, credits, and personal estate, whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or wheresoever or in whosoever hands they be, or may be found, with their and every of their rights, members, and appurtenances, To have and to hold, the said goods, household stuff, stock in trade, debts, rights, and personal estate, and the other the premises, unto the said C. B., his executors, administrators, and assigns, forever, without rendering any account or being therefor in any wise accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree, to and with the said A. B., his executors, administrators, and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors, and administrators, shall and will, settle, pay, discharge, and satisfy, or cause to be settled, paid, discharged, and satisfied, all accounts, debts, judgments, and demands, of every nature and kind whatsoever, now outstanding, against, or now due, from, or payable by the said A. B., or for the payment of which, the said A. B. shall be liable, or be held liable, either at law or equity, on account of any matter, cause, or thing heretofore had, suffered, done, or performed, and at all times hereafter, free. discharge, and keep harmless, and indemnified, the said A. B., his heirs, executors, administrators, from all and every such accounts, debts, judgments, and demands, and from all actions, suits, and damages, that may to him or them arise, by reason of the non-payment thereof; and, moreover, that he, the said C. B., his heirs, executors, and administrators, shall and will yearly, and every year, during the term

of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the —— day of —— next, well and truly pay, or cause to be paid, to the said A. B., or his assigns, the sum of —— for, or toward his support or maintenance, and find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance, suitable, to his state and situation, at the choice and election, from time to time, of the said A. B.

Provided always, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors and administrators, shall neglect or refuse to pay the said accounts, debts, judgments, and demands, according to his covenant aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble, or expense, on account of the same, or shall neglect or refuse to pay the said annual sum, in manner aforesaid, or to find and provide for the said A. B., as aforesaid, that then, in all, any, or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular the premises hereby granted to take, repossess, and enjoy, as in his former estate.

In witness, &c., [*as in General Form of Agreement.*]

Deed of Gift of Goods to be used by the Giver during Life.

Know all men by these presents, that I, M. B. of ——, in consideration of the natural love and affection which I have and bear to my nephew, F. S., of ——, and for and towards the better support and maintenance of him after my decease, and for divers other good causes and valuable considerations me thereunto especially moving, have given, granted, and sold, and by these presents do give, grant, and sell unto the said F. S., all and singular my goods and chattels, wahtsoever and wheresoever, and of what nature, sort, or kind soever: To have and to hold the said goods and chattels hereby granted, bargained, and sold, and every part and parcel thereof, unto the said F. S., his executors, administrators, and assigns, as his, and their own proper goods, chattels, and effects, from henceforth forever: Provided, always, and these presents are upon this special trust and confidence, and upon this express condition, that he, the said F. S., his executors, administrators, and assigns, shall and do permit and suffer me, the said M. B., to use, keep, and enjoy, all and singular, the said goods and chattels, [*or if a part, specify them,*] during my natural life, without paying or yielding anything for the same, or in respect thereof, and not otherwise and that from and after my decease, he, the said F. S., his executors, administrators, or assigns, shall, or lawfully may have, hold, and enjoy the same, and every part and parcel thereof, and dispose thereof and convert the same to his own proper use and behoof, as he or they shall think fit.

In witness, &c., [*as in General Form of Agreement.*]

A Grant of an Annuity by Indenture.

This Indenture, made, &c., between A. B., of ——, of the one part, and C. D., of ——, of the other part, *Witnesseth*, That the said A. B., for, and in consideration of the sum of ——, to him in hand well and truly paid, by the said C. D., at or before the sealing and delivery of these presents, the receipt whereof the said A. B. doth hereby acknowledge, hath given, granted, and confirmed, and by these presents doth give, grant, and confirm, unto the said C. D., and his assigns, one annuity of ——, to be received, taken, had, and to be issuing out of all that messuage, &c., with all and singular the appurtenances thereunto belonging, and every part and parcel thereof, unto the said C. D., and his assigns, for, and during the natural life of him, the said C. D., payable, and to be paid at and upon ——, yearly, by even and equal portions; the first payment to begin and made at or upon ——, And if it shall happen that the said annuity of ——, or any part thereof, be behind or unpaid, in part or in all, by the space of twenty-one days next after either of the said days or times of payment thereof, whereupon the same should or ought to be paid, as aforesaid: that then, and so often, at any time thereafter, it shall and may be lawful to, and for the said C. D., and his assigns, into, and upon the said messuage and premises above-mentioned, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and the same impound, to take, hold, and keep, until the said annuity and the arrears thereof, (if any shall be,) together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, grant, and agree, to and with the said C. D., his executors, administrators, and assigns, that he, the said A. B., his heirs, executors, or administrators, shall and will, well and truly pay, or cause to be paid, unto the said C. D., his executors, administrators, or assigns, the said annuity, or yearly rent, charge, &c., above, at the days and time, and in manner and form, as above expressed and limited for payment thereof, according to the true intent and meaning of these presents. And also that the said messuage, &c., above-mentioned, to be charged and chargeable with the said annuity hereby granted, shall, from time to time, be, and continue, over, and sufficient for the payment of the said annuity of ——, yearly, during the life of the said C. D.

In witness, &c, [*as in General Form of Agreement.*]

ACKNOWLEDGMENTS.

By a Grantor, known to the Officer.

Union County, ss.

On this —— day of ——, in the year ——, John Doe came before me, and personally acknowledged that he had executed the within conveyance: and I certify that I know the said John Doe, who made the said acknowledgment, to be the individual described in, and who executed the said conveyance.

A. B., Commissioner of Deeds for the County of Union.

By Grantor, Identified by a Witness.

Smith County, ss.

On the —— day of ——, in the year ——, John Doe came before me, and acknowledged that he had executed the within conveyance; and at the same time came Richard Roe, residing in the town of ——, in said county, who, being duly sworn by me, deposed and said, that he knew the person making the said acknowledgment to be the individual described in, and who executed the said conveyance: which to me is satisfactory evidence thereof.

A. B., Commissioner of Deeds of said County.

By Husband and Wife, known to the Officer.

Iron County, ss.

On this —— day of ——, in the year ——, John Doe and Mary his wife, came before me, and severally acknowledged that they had executed the within conveyance: and the said Mary, on a private examination, apart from her husband, acknowledged that she executed the said conveyance freely, and without any fear or compulsion of her husband: and I further certify that I know the persons who made the said acknowledgment to be the same individuals described in, and who executed the said conveyance.

A. B., Commissioner of Deeds of said County.

Acknowledgment by Husband and Wife, both identified by a Witness.

Marion County, ss.

On the —— day of ——, in the year ——, John Doe and Mary, his wife, personally came before me, and severally acknowledged that they had executed the within conveyance: and the said Mary,

on a private examination, apart from her husband, acknowledged that she executed the same freely, without any fear or compulsion of her husband: and at the same time appeared Richard Roe, residing in the town of ——, in said county, who being by me duly sworn, deposed and said, that he knew the persons making the acknowledgment as aforesaid, to be the same individuals described in, and who executed the within conveyance, which to me is satisfactory evidence thereof.

A. B., Commissioner of Deeds of said County.

Acknowledgment by Husband and Wife—Husband known and Wife identified.

Oneida County, ss.

On the —— day of ——, in the year ——, John Doe and Mary, his wife, personally came before me, and severally acknowledged that they had executed the within conveyance: and I certify that I know the said John Doe to be one of the individuals described in, and who executed the same: and the said Mary, on a private examination, apart from her husband, acknowledged that she executed the said conveyance freely, without any fear or compulsion of her husband: and at the same time appeared Richard Roe, residing in the town of ———, in the county aforesaid, who, being by me duly sworn, deposed and said, that he knew the said Mary, who made the acknowledgment as aforesaid, to be the same individual described in, and who executed the within conveyance, which is to me satisfactory evidence thereof.

A. B., Commissioner of Deeds of said County.

Acknowledgment by Four Persons—two known, and two identified.

Kings County, ss.

On the —— day of ——, in the year ——, A. B., C. D., E. F., and G. H., personally came before me, and severally acknowledged that they had executed the within conveyance: and at the same time appeared Richard Roe, residiug in the town of ———, in said county, who, being by me duly sworn, deposed and said that he knew A. B., and C. D., two of the persons making the said acknowledgment, to be two of the individuals described in, and who executed the within conveyance, which is to me satisfactory evidence thereof. And I further certify, that I know E. F., and G. H., the two other persons making the said acknowledgment, to be the other two persons described in, and who executed the said conveyance.

A. B., Commissioner of Deeds of said County.

Acknowledgment by a Person conveying by Virtue of a Power of Attorney.

Kings County, ss.

On the —— day of ——, in the year ——, John Stiles personally came before me, and acknowledged that he had executed the within conveyance as the act and deed of John Doe, therein described, by virtue of a Power of Attorney, duly executed by the said John Doe, bearing date the —— day of ——, in the year ——, recorded in the office of the Clerk of the County of Kings. And I further certify that I know the said John Stiles, who made the said acknowledgment, to be the same individual who executed the within conveyance: [*or, if the person is unknown to the officer, and is identified, say,*] and at the same time appeared Richard Roe, of the town of ——, and county aforesaid, who, being by me duly sworn, deposed and said, that he knew the individual, who made the said acknowledgment, to be the same person who executed the within conveyance, which is to me satisfactory evidence thereof.

A. B., Commissioner of Deeds of Kings County.

Acknowledgment, by a Deputy Sheriff, of a Deed executed by him in the Name of the Sheriff.

Union County, ss.

On the —— day of, ——, in the year ——, A. S. W. came before me, and personally acknowledged that he, as a general deputy of B. H., Esq., the Sheriff of the County of Union, had executed the within conveyance, in the name, and as the act and deed of the said Sheriff: and I certify that I know the said A. S. W., who made the said acknowledgment, to be the individual described in, and who executed, the said conveyance.

P. V. G., Commissioner of Deeds of Union County.

PROOF OF DEEDS.

Proof by a Subscribing Witness who is known to the Officer.

Lake County, ss.

On this —— day of ——, in the year ——, John Smith, with whom I am personally acquainted, came before me, and, being by me duly sworn, deposes and says, that he is a resident of the town of ——, in the county of ——; that he saw John Doe execute the within conveyance: that he, the said John Smith, subscribed his name thereto as a witness, and that he knew the said John Doe

to be the person described in, and who executed, the said conveyance.

A. B., Commissioner of Deeds of Lake County.

Proof by a Subscribing Witness not known to the Officer, but identified by another Witness.

Queens County, ss.

On this —— day of ——, in the year ——, John Smith came before me, and, being by me duly sworn, deposes and says, that he resides in the town of ——, in the county of ——; that he saw John Doe execute the within conveyance; that he, the said John Smith, subscribed his name thereto as a witness, and that he knew the said John Doe to be the person described in, and who executed, the said conveyance: and at the same time came before me Richard Roe, residing in the town of ——, and county of ——, who, being by me duly sworn, deposes and says, that he knows the said John Smith to be the same person who was a subscribing witness to the within conveyance, which is to me satisfactory evidence thereof.

A. B., Commissioner of Deeds for the County of Queens.

Proof by Subscribing Witness of the Execution of a Deed by Husband and Wife residing out of the State, the Subscribing Witness being known to the Officer.

Queens County, ss.

On the —— day of ——, in the year ——, John Smith, with whom I am personally acquainted, came before me, and being by me duly sworn, deposes and says, that he resides in the town of Sharon, in the county of Litchfield, and State of Connecticut; that he saw John Doe, and Mary his wife, severally execute the within conveyance; that he subscribed his name thereto as a witness, and that he knew the said John Doe, and Mary, his wife, to be the same persons described in, and who executed the said conveyance, and that, at the time of the execution thereof, the said John Doe, and Mary his wife, were residents of the said town of Sharon, in the State of Connecticut.

A. B., Commissioner of Deeds of the County of Queens

Proof by Subscribing Witness, identified in same Case as preceding.

Queens County, ss.

On the —— day of ——, in the year ——, John Smith came before me, and, being by me duly sworn, deposes and says, that he resides in the town of Sharon, in the county of Litchfield, and

State of Connecticut; that he saw John Doe, and Mary, his wife severally execute the within conveyance; that he subscribed his name thereto as a witness; that he knew the said John Doe, and Mary, his wife, to be the same persons described in, and who executed, the said conveyance; and that at the time of the execution thereof, they were residents of the said town of Sharon, in the State of Connecticut. At the same time appeared before me, Richard Roe, residing in the town of ——, county of ——, who, being also by me duly sworn, deposed and said, that he knew the said John Smith to be the same person who was a subscribing witness to the within conveyance, which is to me satisfactory evidence thereof.

A. R., Commissioner of Deeds of Queens County.

Proof as to Husband by Subscribing Witness, and Acknowledgment by Wife—the Wife and the Subscribing Witness being Both known to the Officer.

Queens County, ss.

On the —— day of ——, in the year ——, Richard Roe, with whom I am personally acquainted, came before me, and, being by me duly sworn, deposes and says, that he resides in the town of ——, in the county of ——; that he saw John Doe execute the within conveyance; that he subscribed his name thereto as a witness; that he knew the said John Doe to be one of the persons described in, and who executed, the within conveyance. At the same time appeared before me, Mary Doe, the wife of the said John Doe, who, on a private examination, apart from her husband, acknowledged that she executed the within conveyance freely, and without any fear or compulsion of her husband. And I further certify, that I know the said Mary Doe to be the same person described in, and who executed, the said conveyance.

A. B., Commissioner of Deeds of Queens County.

The Same, except that the Wife, and the Subscribing Witness are both identified by another Witness.

Kings County, ss:

On the —— day of ——, in the year ——, Richard Roe came before me, and, being by me duly sworn, deposes and says, that he resides in the said town of ——, in the county of ——; that he saw John Doe execute the within conveyance; that he subscribed his name thereto as a witness, and that he knew the said John Doe to be the person described in, and who executed, the said conveyance. At the same time appeared before me, Mary Doe the wife

of the said John Doe, who, on a private examination, apart from her husband, acknowledged that she executed the within conveyance freely, and without any fear or compulsion of her husband. And at the same time appeared before me, John Smith, residing in the town of ——, and county of ——, who, being by me duly sworn, deposes and says, that he knows the said Richard Roe to be the same person who was a subscribing witness to the within conveyance; and that he also knows the said Mary Doe, who made the said acknowledgment, to be the individual described in, and who executed, the within conveyance, which to me is satisfactory evidence thereof.

A. B., Commissioner of Deeds of Kings County.

Proof of Deed executed by an Incorporated Company.

Dutchess County, ss.

On the —— day of ——, in the year ——, before me came T. L. D., the President of the Bank of Poughkeepsie, with whom I am personally acquainted, and who, being by me duly sworn, deposes and says, that he resides in the village of Poughkeepsie, in said county; that he is the President of the Bank of Poughkeepsie; that the seal affixed to the within Indenture is the corporate seal of the President, Directors, and Company of the said Bank, and was affixed to the said Indenture by order of said Directors, for the uses therein expressed; and that he, by like order, did subscribe his name thereto, as President of said Bank, which being to me satisfactory evidence of the due execution of said Indenture, I allow it to be recorded.

L. M., Commissioner of Deeds of Dutchess County.

Certificate of Proof of the Execution of a Conveyance, when the Subscribing Witnesses are Dead.

Smith County, ss.

On the —— day of ——, in the year ——, John Doe came before me, and being by me duly sworn, and the within deed of conveyance being shown to him, he deposes and says, that he knew the parties therein described; that he was well acquainted with A. B., the grantor; that he had frequently seen him write, and knew his hand-writing; that the name of the said grantor, subscribed to the said deed, is in the proper hand-writing of the said A. B.

And the said John Doe further deposes, that he was also well acquainted with James Smith one of the subscribing witnesses to the said deed, and with his hand-writing; that the said James

Smith, at the time of the date of said deed, resided in the said town of ——, in said county, and has been dead about four years, that his name, subscribed as a witness to said deed, is in the proper hand-writing of the said James Smith, deceased.

And the said John Doe further deposes, that at the time of the date of said deed, he was, and for several years had been, acquainted with one Stephen Jones, a shoemaker, who then resided in the said town of ——, and in the neighborhood of the said grantor; that the said Jones died, at the said town of —— aforesaid, about the year 18—, and since the date of said deed; that deponent was not acquainted with the hand-writing of the said Jones; that he has never known or heard of any other person of the name of Stephen Jones, and that he cannot say in whose hand-writing the name last mentioned is subscribed to the said deed.

And I certify, that the deposition aforesaid, of the said John Doe is to me satisfactory evidence of the death of all the witnesses to the said deed, and of the hand-writing of James Smith, one of the said witnesses, and of the hand-writing of the said A. B., the grantor.

W. G., Supreme Court Commissioner

Satisfaction of a Judgment in the Supreme Court.

SUPREME COURT, *Oneida County, ss.* } Of the Term of ——, in the year .

SATISFACTION is acknowledged between A. B., plaintiff, and C. D., defendant, of a plea of trespass on the case, for ——, damages and costs, (*or a plea of debt for —— of debt and —— costs.*) Judgment docketed the —— day of —— in the year ——. A. B.

Subscribed and acknowledged before me, this —— day of ——, in the year ——, by A. B., who is known to me, (*or who is made known to me by competent proof.*)

E. F., Commissioner for Deeds of Oneida County.

Satisfaction of a Justice's Judgment, of which a Transcript is filed in the County Clerk's Office.

ONEIDA, CLERK'S OFFICE.

A. B., Plaintiff, vs. C. D., Defendant.

JUDGMENT rendered in favor of the plaintiff against defendant, before A. R., Esq., a Justice of the Peace, of said county, for —— dollars and —— cents damages and costs.

Transcript filed and judgment docketed the —— day of ——, in the year ——.

Satisfaction of the above mentioned judgment is hereby acknowledged. A. B.

Subscribed and acknowledged before me, this —— day of ——, in the year ——, by A. B., to me known, (*or to me made known by competent proof.*)

E. F., Commissioner of Deeds of said County.

Application for a Subpœna to compel a Subscribing Witness to attend before an Officer to prove the Execution of a Conveyance.

Kings County, ss.

J. S., of the town of Poughkeepsie, in said county. being sworn, saith, that he is the grantee (*or the heir, or the personal representative of the grantee,*) in a conveyance of land made by G. H., to the said J. S., dated the —— day of ——; that L. M., residing in the said town of Poughkeepsie, in said county, is a witness to the said conveyance, which cannot be proved without his evidence; and that he refuses to appear and testify, touching the execution thereof.

And the said J. S. applies to S. T., one of the Judges of the County Court, of said county, for a subpœna, requiring the said witness to appear and testify in relation thereto. J S.

Sworn the —— day of ——, before me.

Subpœna.

To L. M., of the town of ——, in the county of——.

In the name of the People of the State of New-York, you are hereby commanded and required to appear before me, at my office (or dwelling-house), in the town of ——, in the county of ——, on the —— day of —— instant, at —— o'clock in the —— noon, then and there to testify, touching the execution of a conveyance of land from G. H. to the said J. S., to which, it appears by his application to me under oath, that you are a witness, and that you have refused to appear and testify touching the execution thereof. Fail not in your obedience to this subpœna, at your peril. Given under my hand and seal, this —— day of ——, in the year ——.

S. T, one of the Judges of the County Court of Kings County

MARRIAGE AND DIVORCE.

MARRIAGE, throughout the United States, is simply a civil contract, and may be entered into by any two persons, with the exceptions mentioned below:

WHAT CONSTITUTES A MARRIAGE.—The basis of a marriage is the mutual consent of the parties, followed by cohabitation. It is, therefore, complete on the declaration of the parties, in the presence of one or more witnesses, that they take each other to be man and wife, or words to that effect, and consequent cohabitation.

WHO CANNOT FORM A LEGAL MARRIAGE.—Idiots, lunatics, persons of unsound mind, persons related by consanguinity or affinity within the degrees prohibited by law, infants under the age of consent (which, in Ohio, is 18 for males and 14 for females; in Massachusetts, 17 for males and 14 for females; and in all the rest, 14 for males and 12 for females), and persons already married and not legally divorced, are incompetent to form a valid marriage.

WHO MAY LEGALLY MARRY.—Any two persons not prevented by any of the reasons above stated.

CEREMONY.—No particular ceremony is requisite, nor is it required that the marriage should be performed by any particular person. It is, however, most usually performed by a clergyman or magistrate, and in some of the States it *must* be performed by them. In Connecticut it is necessary to record a notice of the intent to marry with the Town Clerk or Register of the town where the parties reside, for, at least, three weeks; in Maine the same notice must be recorded five days; and, at the expiration of that time, if no objections are made, the Town Clerk or Register gives a certificate to that effect, and a clergyman or magistrate can then marry them. In Massachusetts, the parties must previously obtain from the same officer a certificate of their respective names, occupations, ages, births and places of residence—on receipt of which any clergyman or magistrate can marry them.

VALIDITY OF A MARRIAGE.—The validity of a marriage is determined by the *lex loci contractus*, or the law of the place where it is contracted. If valid there, it is valid everywhere—the only exceptions being marriages forbidden by the public law of a country from motives of policy, such as polygamy, incest, etc.

Divorce.

A divorce is the dissolution of the bond of matrimony, or the separation of husband and wife, by the judgment of a Court having jurisdiction thereof, or by an act of the Legislature. In Alabama, a decree of divorce must be sanctioned by two-thirds

of the Legislature; and in Maryland all divorces are granted by the Legislature, on the report of a judge of Court. In all the others they are made by authorized Courts.

GROUNDS OF DIVORCE IN THE DIFFERENT STATES.—Divorces are of two kinds—*a vinculo matrimonii* (being a dissolution of the marriage tie), and *a mensa et thoro* (from bed and board).

A divorce from bed and board is granted in the following States, on the following grounds:

In Delaware, Maine, Maryland, Massachusetts, New York, Kentucky, North Carolina and South Carolina, for abandonment, wilful desertion or utter desertion; in Alabama, Connecticut, Delaware, Maine, Massachusetts, New Jersey, Kentucky, North Carolina, South Carolina and New York, for cruelty; in Georgia, Kentucky, North Carolina and South Carolina, for habitual drunkenness; in Kentucky, North Carolina and South Carolina, for gross personal indignities; in Connecticut, for same, rendering life burdensome; in Maine, Massachusetts and New Jersey, Kentucky, for neglect to provide suitably for wife; in Georgia, for incompatibility of temper, or any cause deemed sufficient by the Court; in North Carolina, for extravagance of the husband, such as impoverishes the family; and in Wisconsin and New York, when the conduct of either party renders it unsafe for the other to cohabit with him or her.

A divorce from the bonds of matrimony is granted in the following States, on the following grounds.

In all the States and Territories (except Utah) it is granted for adultery.

In the former Slave States it is granted for marriages between a white and negro or mulatto.

In all the States (except Alabama, Connecticut, New Jersey, New York and Vermont) it is granted for impotency.

In most of the States and Territories (except Utah) the following are grounds on which to grant it: All marriages within the forbidden degrees; those effected by force or fraud; where either party is already married; where either party was, at the time of the marriage, under the age of consent; where either party, at the time of the marriage, was of unsound mind or an idiot. In some, however, among which is New York, a decree, declaring null and void the marriage contract, is granted instead.

In Arkansas, Florida, Indiana, Iowa, Minnesota, Oregon and Wisconsin, it is granted for abandonment and willful desertion for one year; in Illinois, Kentucky, Missouri, Pennsylvania and Tennessee, for the same for two years; in California, Connecticut, Georgia, Mississippi, New Hampshire, Ohio, Texas and Vermont, for the same for three years; in Louisiana, Michigan, New Jersey and Rhode Island, for the same for five years.

Conviction of an infamous crime is ground for such a divorce in Arkansas, Illinois, Indiana, Iowa, Louisiana, Minnesota, Missouri, New Hampshire, Ohio, Oregon and Tennessee. Imprisonment for two years is sufficient cause in California and Georgia; for three years in Michigan, Vermont and Wisconsin; and for seven years in Massachusetts and Virginia.

Extreme cruelty is ground for such a divorce in New Hampshire, Maryland, Rhode Island, Pennsylvania, Georgia, Kentucky, Tennessee, Ohio, Louisiana, Indiana, Illinois, Missouri, Arkansas, Michigan, Florida, Texas, Iowa, Wisconsin, California, Minnesota and Oregon. In Florida, it must have continued, at least, one year, and includes habitual indulgence of violent and ungovernable temper; in Illinois, at least, two years.

In Arkansas, Florida, Indiana, Iowa, Louisiana, Minnesota, Rhode Island and Wisconsin, it is granted on the ground of habitual drunkenness for one year; in Illinois and Missouri, the same for two years; in New Hampshire, the same for three years; and in Oregon, if contracted since marriage.

In Arkansas, Missouri, Oregon, Pennsylvania and Texas, it is granted for personal indignities, outrages and excesses which render life burdensome; in Indiana, Michigan, Rhode Island and Vermont, for refusal or neglect of the husband to provide for the wife; in California and New Hampshire, for the same for three years; in Oregon, the same for one year; in Ohio and Rhode Island, for gross neglect of duty or misbehaviour; in Missouri and Pennsylvania, for endangering or attempting the life of the complainant; in Georgia, for pregnancy of wife at time of marriage without husband's knowledge; in Tennessee, for same, if wife is white, of a black child; in Connecticut, where either party has been unheard of for seven years; in Vermont, the same for some years; in Missouri, for vagrancy on the part of the husband; in Indiana, for any cause the Court may deem sufficient; in Iowa, when it is evident the parties cannot live in peace and happiness together; and in New Hampshire, where either party joins a sect, believing the relation of husband and wife unlawful, and refuses to cohabit with the other for three years.

In New York, the imprisonment for life of either party renders them civilly dead, and leaves the other at liberty to marry again.

In a divorce on the ground of adultery, the guilty party cannot marry again during the life of the other; but the innocent party is free to marry again at any time.

Custody of Children.

The custody of the children of a marriage, during the pending of a proceeding for divorce, and subsequently, will be granted,

by the tribunal before which the proceeding is pending, to the party, in its judgment, most fitted to bring them up.

When a Divorce will be Denied.—The application for a divorce for adultery will be denied in the following cases:

1. Where the offence was committed with the privity or connivance of the complainant.

2. Where the offence has been forgiven by the complainant, either by voluntary cohabitation after knowledge of the fact or by express condonation or forgiveness.

3. Where the complainant has been guilty of a similar offence.

4. Where suit is not instituted within the time prescribed by the statute of limitations.

Alimony.

Alimony is an allowance, either during the pendency of a suit for divorce, permanent or temporary, granted to the wife, on petition or motion, from the estate of the husband. The granting of alimony rests entirely in the discretion of the proper tribunal, and when a wife desires to commence a suit for divorce against her husband, the latter can be compelled to furnish her with sufficient means to prosecute such complaint. On the event of the custody of children being awarded her, the Court can order an allowance for their support from the means of the husband.

Rights of Married Women.

At common law the husband by marriage becomes possessed of the wife's entire property, and from thenceforth it is entirely subject to his control. The major portion of the States, however, have passed acts allowing married women the exclusive use and enjoyment of all property owned by them at marriage, and all which may be acquired by them subsequently.

In Alabama, Arkansas, California, Connecticut, Florida, Indiana, Iowa, Louisiana, Michigan, Mississippi, Missouri, New York, Pennsylvania, Rhode Island, Texas, Vermont, and Wisconsin, the property of a woman at marriage, together with all she acquires after marriage, remains her own and may be held by her free from all liability for her husband's debts.

In Alabama, Florida, Indiana, Louisiana, and Michigan, her personal estate (and in California, Iowa, Mississippi, Missouri, Pennsylvania, Texas and Wisconsin her separate estate generally) is liable for her debts contracted before marriage.

In North Carolina and Maryland (where all her personal earnings not exceeding one thousand dollars are also included) the property exempt from her husband's debts is confined to real estate. The exemption only remains for her life and her children's in Ohio and Connecticut, and in Tennessee and Maryland for her life alone.

In Kentucky, Maine, New Hampshire and North Carolina it is confined to her property at marriage.

In Wisconsin, Texas, Pennsylvania, Ohio, North Carolina, Missouri, Indiana, Connecticut, Arkansas, and Alabama, the husband cannot sell or incumber the wife's separate property without her consent and signature; in Georgia he cannot sell the real estate of the wife brought to him at marriage without it. In Florida no part of the wife's estate can be conveyed except by joint deed of husband and wife, and in Iowa no part of the property of either.

In Arkansas, Iowa, Michigan, Missouri and Mississippi, the wife cannot receive property from the husband after marriage.

In California and New York any married woman may carry on business in her own name.

In Massachusetts a married woman can hold property granted to her for her separate use, without the intervention of a trustee, but to render it free from liability for the husband's debts, the deed or will conveying or devising it must be recorded in the manner laid down by the statute.

In Michigan and Vermont she cannot give, grant or sell any part of her individual estate without her husband's consent.

Dower.

Dower is the right possessed by every married woman, with the exceptions mentioned below, to the use, at his death, of one-third of all the real estate of her husband during her life. In California and Indiana the right to dower has been abolished, but in all the other States it is still in force, and in Connecticut her dower right is to the use of one-third of all which he *dies* seized. Where she is entitled to dower, she must join in every conveyance, mortgage, &c., of real estate by her husband, as otherwise her right of dower does not pass, and her right of dower cannot be assigned or conveyed otherwise than by herself personally or by agent or attorney by instrument under her hand and seal. A wife under twenty-one years of age is incapable of binding herself by any instrument, debarring herself from her right to dower, and has the option, on arriving at majority, of ratifying or annulling the instrument.

The wife's dower right operates against the estate only after all liens and incumbrances against the same have been satisfied and discharged.

In the event of a wife's being divorced for adultery she forfeits all right to dower as well as any part, share or interest in his personal property.

The right to dower does not embrace crops growing at husband's decease on such real estate, they going to the heirs.

Rights of Widows.

At the death of the husband without children the widow takes, as a general rule, in addition to her dower right, one half of the personal property absolutely. In Missouri the widow takes absolutely all the beds, bedding, wearing apparel, household furniture, provisions, spinning wheels, cards, and other implements of industry necessary for the family; also kitchen furniture to the value of twenty-five dollars and any other personal property desired, not exceeding two hundred dollars in value, and takes all property brought by her to her husband at marriage, and one half of all property real and personal after paying debts. In Pennsylvania she takes, besides her dower, all personal property. In Tennessee she takes all real estate in fee simple after paying the debts. In New Jersey she takes all personal property owned by her at marriage or acquired by her subsequently. In Ohio she takes all articles of personal furniture owned by her at marriage, or acquired subsequently, and they cannot be sold to pay the debts of the estate. In California she takes the whole of the common property of both husband and wife, real and personal. In Indiana, where the estate of the deceased is not more than three hundred dollars, she takes it all, free from creditors, in fee, unless she marry again, in which case she has only a life estate, the remainder descending to the husband's issue; if the estate is not more than ten thousand dollars she takes one-third; if more than ten and less than twenty thousand, one quarter; if more than twenty, one-fifth.

At the death of her husband, leaving children, the general rule is that the widow takes, in addition to her dower right, one-third of the personal property absolutely. In Alabama, however, if there is but one child she takes one half; if more than one and under five, a child's share; and if five or more, one-fifth. In Missouri she takes a child's share of the personal property absolutely, or, if preferred, one-third of it, after payment of debts. In Indiana she takes one half, if there is but one child, and one-third if two or more. In California she takes one-half of the common property of both husband and wife, real and personal. In Louisiana she is also entitled, in the absence of a will, to the rents, issues and profits of the children's portions till they attain their majority, or she marries again.

In Missouri the widow is entitled to dower in all property leased for twenty years or more.

In the event of the husband's leaving a will containing devises or bequests to the wife, in lieu of dower, she has her option at his death, whether to claim her dower or to take such devises or bequests in its stead.

In Massachusetts, Michigan, Minnesota, Mississippi, New Jersey,

New York, North Carolina, Ohio, Oregon, Tennessee and Wisconsin express provision is made that alienage shall not bar the right of the widow to dower in land to which the alien might have died entitled.

Marriage Certificate.

I, Jacob Miller, Minister of the Gospel and Rector of St. Paul's Protestant Episcopal Church at Smithtown, Suffolk County, and State of New York, do hereby certify, that, on the fourth day of June, in the year of our Lord one thousand eight hundred and sixty-two, at the rectory of said church at Smithtown aforesaid, I joined together in Holy Matrimony, John Smith, of the City, County and State of New York, and Jemima Jenkins, of Jersey City, in the State of New Jersey, according to the forms and customs of said church to which I belong, in the presence of Charles F. Banks, of said City of New York, and James T. Baker, of said Jersey City, attesting witnesses thereto. I further certify, that the said parties married by me as aforesaid, were personally known to me (or, if not, "were satisfactorily proved by the oath of Charles Banks, a person known to me,") to be the persons described in this Certificate, and that before I solemnized such marriage as aforesaid, I ascertained that the said John Smith and Jemima Jenkins were of sufficient age to contract marriage; and after due inquiry made by me at such time, there appeared no lawful impediment to such marriage.

JACOB MILLER.

Same by a Public Officer.

This is to certify, that on the first day of August, 1852, I, John Smith, Mayor of the City of Brooklyn, joined together in marriage, at my office in said City, Thomas Jones, of Jamaica, Queen's County, and Sarah Briggs, of the City of Chicago and State of Illinois, according to the law in such case made and provided, in the presence of James Blake, of the City of New York, and Charles Ambler, of Yonkers, Westchester County, New York, attesting witnesses thereto. I further certify (same as preceding form to end, altering names.)

Given at my office, in said City of Brooklyn, the day and year above mentioned. JOHN SMITH, *Mayor.*

Marriage Settlement.

This Indenture, made this tenth day of January, in the year of our Lord one thousand eight hundred and sixty-seven, between Peter Grey, of the City, County and State of New York, baker, party of the first part; Jane Smith, of the same place, spinster, party of the second part; and William Johnson and James Culver, both of the same place, merchants, parties of the third part.

Whereas a marriage is intended to be solemnized between the said Peter Grey and the said Jane Smith, and in consideration of such intended marriage the said parties have agreed to bring into settlement, for their benefit and for that of the issue of the said intended marriage, the property following, that is to say:

The said Peter Grey hath agreed so to bring into settlement. (Here specify what property the husband brings in.)

And the said Jane Smith hath agreed so to bring into settlement. (Here specify what property the wife brings in.)

And whereas, by two several Indentures of Assignment respectively, being even date herewith (or as the case may be), the said parties hereto of the first and second parts, have conveyed, assigned, transferred and set over, all and singular the said property to the parties hereto of the third part, as trustees for the trusts and purposes hereinafter mentioned, Now, therefore, this Indenture witnesseth, and the parties hereto of the third part, at the request, and by and with the direction and consent of the said parties hereto of the first and second parts, do hereby respectively covenant, declare and agree, to and with the said last-named parties, their executors, administrators and assigns, that they, the said parties hereto of the third part, and the survivors of them, and the executors, administrators and assigns of such survivor shall, and will stand possessed of and interested in the said property so respectively assigned to them as aforesaid: To the uses upon the trusts, and to and for the ends, intents and purposes hereinafter declared, that is to say, upon trust when, and as they, the said trustees shall, from time to time receive, or become entitled to receive, the said property, either to continue the same in its then present state, or, from time to time, call in and convert the same into money, and invest the proceeds thereof in any Government, State, or real security in the United States of America, and, from time to time, to vary the investment thereof, as aforesaid, at their or his discretion; but every such investment or variation to be so made as expressed, to be, from time to time, made with the consent and by the direction of the said Peter Grey, if then living, and upon trust that they, the said trustees do, and shall stand possessed of the said securities, to be so from time to time standing in their or his name or names as aforesaid; and of the interest, dividends, income and annual proceeds thereof, upon trust; to pay such interest, dividends, income and annual proceeds, from time to time, to the said Jane Smith, during her life, for her sole and separate use, as if she were sole and unmarried, apart from the said Peter Grey, her intended husband, and not to be, in any manner, subject to his debts, control or engagements, but without power to her, the said Jane Smith, to anticipate, charge or incumber the same. And from and after the decease of her, the said Jane

Smith, if the said Peter Grey shall survive her, then, upon trust, to pay the same interest, dividends, income and annual proceeds to him, the said Peter Grey, during his life. And from and after the decease of the survivor of the said two several parties, then to stand possessed of the principal of the same stocks, funds and securities, in trust for the child or children, if any of the said intended marriage, or for any issue of any such child or children who, at the time of the appointment hereinafter mentioned, shall have died leaving issue, then living, to be divided between or amongst them; if more than one, in such parts, shares or proportions, and to be vested and payable, at such time or times, and in such manner, as the said Peter Grey and Jane Smith shall, by any deed or deeds executed by them, or as the survivor of them shall, by any deed or deeds executed by him or her, or by his or her last will and testament, or by any codicil thereto, from time to time, respectively direct, limit or appoint, Provided, nevertheless, that such powers shall not be exercised in favor of the issue of any such deceased child or children to an extent exceeding the share that their deceased parent or parents would have taken under these presents in default of any exercise of their powers of appointment by the said Peter Grey and Jane Smith, or the survivor of them; and in default of the exercise of the aforesaid powers of appointment, or either or any of them, or so far as such exercise, if incomplete, shall not extend, then it is hereby further declared and agreed that they, the said trustees, shall stand possessed of the aforesaid trust funds upon trust for all and every the children of the said intended marriage, to be equally divided between or amongst them, if more than one; and if one, the whole to go to such one child, the portions of such children to be vested in and payable to them, and transmissible to their issue, if any, on their respectively attaining the age of twenty-one years, or being married, whichever shall first happen, with full power for the said trustees to apply the income of their expectant shares, or any part thereof, for the maintenance or education, or for the advancement in the world, of any such child or children respectively during their respective minorities. And in case there shall be no child or children of the said intended marriage who shall live to attain a vested interest in the principal of the said trust funds as aforesaid, then subject to the aforesaid life interest, and after the determination thereof respectively the said trustees shall stand possessed of the said trust funds, as follows, to wit: As to the trust funds so brought into settlement and assigned to the said trustees by the said Peter Grey, in trust for the executors, administrators or assigns of him, the said Peter Grey, in like manner as if he had then died unmarried. And as to the trust funds so brought into settlement and assigned to the said trustees by the said

Jane Smith upon trust for the executors, administrators and assigns of her, the said Jane Smith, in like manner as if she, the said Jane Smith, had then died unmarried as aforesaid, with full power to her, the said Jane Smith, to dispose of her interest therein, by will or other testamentary writing, notwithstanding her coverture; and to and for no other use, trust, end, interest or purpose whatsoever.

And this Indenture further witnesseth, that in consideration of the premises and of the said intended marriage, the said Peter Grey and Jane Smith do hereby covenant and agree to and with the trustees of these presents that in case any other moneys, property or effects exceeding the sum of five hundred dollars at any one time shall at any time hereafter accrue to or devolve upon the said Jane Smith by any gift, devise, bequest or inheritancce at any time during the said marriage, that then and in every such case and so often as the same shall happen, she the said Jane Smith shall and will from time to time assign, and he, the said Peter Grey, shall and will concur with the said Jane Smith in assigning the same unto the said trustees for the time being of these presents to be held by them upon the trusts hereinbefore declared concerning the property so brought into settlement by her, the said Jane Smith as aforesaid, or such and so many of them as shall be there subsisting, and capable of taking effect in like manner as if the same were originally brought into settlement as aforesaid.

Provided always, and it is hereby declared and agreed that in case at any time the trustees hereby appointed, or either of them or any future trustee or trustees of these presents shall die, be desirous of being discharged from, or refuse, decline or become incapable to act in the trusts hereof, then, and in every such case, it shall and may be lawful to and for the said Peter Grey and Jane Smith or to and for the survivors of them, or after the decease of such survivor, then to or for the surviving or continuing trustee for the time being, or the executors or administrators of the last surviving trustee by writing under their, his or her hands or hand to appoint a new trustee or trustees of these presents from time to time so often as the same shall happen, who shall thereupon act in the trusts thereof from time to time either solely or jointly with the surviving or continuing trustee or trustees for the time being in the same manner and with the same powers as if hereby originally appointed, the said trust funds to be therefrom assigned and transferred so as to become vested in the then trustee of these presents accordingly as often as the same shall happen. Provided also, and it is hereby further declared that the said trustees and other the trustee or trustees for the time being of these presents shall each of them be accountable only for his own acts and deeds, and for such part of the said trust estate

as shall actually come to his hands, and that he and they respectively shall not be answerable by reason of the failure of any banker or other agent, or for the insufficiency or failure of any security upon which the said trust estate, or any part thereof, shall be invested, provided such securities shall be of the nature and kind hereinbefore mentioned, or for any other loss that may arise in the trusts aforesaid, save only so far as the same shall arise from his or their own willful negligence or default respectively.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

Sealed and delivered in the presence of	PETER GREY,	[L. S.]
	JANE SMITH,	[L. S.]
JAMES COOK,	WILLIAM JOHNSON,	[L. S.]
DANIEL MARVIN.	JAMES CULVER,	[L. S.]

Assignment under Preceding Form.

This Indenture, made this tenth day of January, in the year of our Lord one thousand eight hundred and sixty-seven, between Peter Grey of the City, County and State of New York, party of the first part, and William Johnson and James Culver, both of the same place, parties of the second part: Whereas a marriage has been agreed upon, and is about to be solemnized between the said Peter Grey and Jane Smith, of the City of New York aforesaid, and upon the treaty for the said marriage, it was agreed that all the property hereinafter mentioned should be assigned to the parties hereto of the second part, upon the trusts hereinafter declared concerning the same. Now this Indenture witnesseth that in pursuance of said agreement, and in consideration of the premises, he, the said Peter Grey, doth hereby assign, transfer and set over unto the said parties of the second part, their executors, administrators and assigns, all that (here give a full description of the property) and all the right title, trust, property, claim and demand whatsoever of him, the said Peter Grey, of, in and to the premises hereby assigned or expressed and intended so to be, and every part thereof, together with full power and authority to ask, demand, sue for, recover and receive, and give effectual discharges for the premises and every part thereof. To have, hold, receive and take the premises hereby assigned or intended so to be to them, the said parties hereto of the second part, their executors, administrators and assigns. Upon Trust to stand possessed of the said premises upon the trusts and to and for the ends, intents and purposes, and with, under and subject to the powers, provisions, declarations and agreements of, and concerning the said premises declared by and contained in a certain other indenture bearing even date herewith and made between the said Peter Grey of the first part, the said Jane Smith

of the second part, and the said William Johnson and James Culver of the third part, being the settlement made upon the marriage of the said Peter Grey and Jane Smith, and he the said Peter Grey doth hereby irrevocably appoint the said parties hereto of the second part, or the survivor of them or the executors, administrators and assigns of such survivor his lawful attorney and attorneys to receive, collect and get in the said premises so assigned, and each and every part thereof, and for him, and in his behalf to give, sign and execute full and sufficient receipts, releases, acquittances or other discharges for the same and every part thereof, and which it is hereby declared and agreed shall fully and effectually release and discharge the person or persons paying the same from all liability to see to the application of the moneys therein expressed to be received. And lastly, the said Peter Grey, party hereto of the first part, doth hereby covenant, promise and agree with and to the said parties of the second part, their executors, administrators and assigns, that he, the said party hereto of the first part, shall and will, whenever thereunto requested, make, execute and do all and every such assignments, assurances, acts, deeds, matters and things for the further and better assigning, assuring and vesting the said premises hereby assigned as aforesaid unto and in them the said parties hereto of the second part, and enabling them to receive and collect the same to be held by them upon the trusts aforesaid as by the said parties of the second part shall from time to time be reasonably desired, advised or required.

In witness whereof the said party of the first part to these presents hath hereunto set his hand and seal the day and year first above written.

Sealed and delivered in the presence of } PETER GREY, [L. S.]

ABIATHAR WELLWOOD,
JOHN T. SNOOKS.

N. B.—If any assignment by the wife, it is expedient, for the purpose of avoiding the possibility of any legal objection, that the husband join with her.*

Article of Separation between Husband and Wife.

This Indenture of three parts, made the —— day of ——, one thousand eight hundred and ——, between A. B., of the city of ——, of the first part, and C. D., his wife, of the second part, and E. F., trustee of the said C. D., of the third part: Whereas, divers

* The above have been drawn very fully and with great care, embracing every contingency that would be ordinarily likely to arise. From the preceding forms, almost any other description of settlement can be drawn, as the formal parts are applicable to all settlements, and the changes in the other portions only consist in conforming them to the facts.

disputes and unhappy differences have arisen between the said party of the first part, and his said wife, for which reason they have consented and agreed to live separate and apart from each other during their natural life; therefore, this Indenture *witnesseth*, That the said party of the first part, in consideration of the premises, and in pursuance thereof, doth hereby covenant, promise and agree, to and with the said trustee, and also to and with his said wife, that it shall and may be lawful for her, his said wife, at all times hereafter, to live separate and apart from him; and that he shall and will allow and permit her to reside and be in such place and places, and in such family and families, and with such relations, friends and other persons, and to follow and carry on such trade or business as she may from time to time choose, or think fit to do; and that he shall not, or will at any time sue, or suffer her to be sued, for living separate and apart from him, or compel her to live with him, or sue, molest, disturb or trouble her for living separate and apart from him, or any other person whomsoever, for receiving, entertaining, or harboring her; and that he will not, without her consent, visit her, or knowingly enter any house or place where she shall dwell, reside, or be, or send, or cause to be sent, any letter or message to her; nor shall, or will, at any time hereafter, claim or demand any of her money, jewels, plate, clothing, household goods, furniture, or stock in trade, which she now hath in her power, custody or possession, or which she shall or may at any time hereafter have, buy or procure, or which shall be devised or given to her, or that she may otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same, as if she were a feme sole and unmarried; and further, that the said party of the first part shall and will well and truly pay, or cause to be paid unto her, his said wife, for and towards her better support and maintenance, the yearly sum of —— dollars, free and clear of all charges and deductions whatever, for, and during her natural life, at, or upon the first days of January, April, July and October, in each and every year during her said natural life, which the said trustee doth hereby agree to take, in full satisfaction for her support and maintenance, and all alimony whatever. And the said trustee, in consideration of the sum of one dollar, to him duly paid, doth covenant and agree, to, and with the said party of the first part, to indemnify and bear him harmless of, and from all debts of his said wife, contracted, or that may hereafter be contracted by her, or on her account; and if the said parties of the first part shall be compelled to pay any such debt or debts, the said trustee hereby agrees to repay the same on demand, to the said party of the first part, with all damage and loss that he may sustain thereby.

In witness, etc., [*as in Marriage Settlement.*]

RIGHTS OF MARRIED WOMEN.

New York State laws concerning the rights of married women to conduct business, irrespective of the husband, and without being liable for his debts.

The property, both real and personal, which any married woman now owns as her sole and separate property; that which comes to her by descent, devise, bequest, gift, or grant; that which she acquires by her trade, business, labor, or services carried on or performed on her sole or separate account; that which a woman, married in this State, owns at the time of her marriage, and the rents, issues and proceeds of all such property, shall, notwithstanding her marriage, be and remain her own and separate property; and may be used and collected and invested by her in her own name, and shall not be subjected to interference or control by her husband, or liable for his debts, except such debts as may have been contracted for the support of herself or her children, by her as his agent.

A married woman may bargain, sell, assign and transfer her separate personal property, and carry on any trade or business, and perform any labor or services on her sole and separate account; and the earnings of any married woman from her trade, business, labor, or services, shall be her sole and separate property, and may be used and invested by her in her own name.

Any married woman possessed of real estate as her separate property, may bargain, sell and convey such property and enter into any contract in reference to the same, with the like effect in all respects as if she were unmarried; and she may, in like manner, enter into any such covenant or covenants for title, as are usual in conveyance of real estate, which covenants shall be obligatory to bind her separate property in case the same or any of them be broken.

Any married woman may, while married, sue and be sued in all matters having relation to her sole and separate property, or

which may hereafter come to her by descent, devise, bequest, purchase, or the gift or grant of any person, in the same manner as if she were sole; and any married woman may bring and maintain an action in her own name, for damages against any person or body corporate, for any injury to her person or character, the same as if she were sole; and the money received upon the settlement of any such action, or recovered upon a judgment, shall be her sole and separate property. In case it shall be necessary, in the prosecution or defence of any action brought by or against a married woman, to enter into any bond or undertaking, such bond or undertaking may be executed by such married woman with the same effect, in all respects, as if she were sole; and in case the said bond or undertaking shall become broken or forfeited, the same may be enforced against her separate estate.

No bargain or contract made by any married woman in respect to her sole and separate property, or any property which may hereafter come to her by descent, devise, bequest, purchase, or the gift or grant of any person except her husband, and no bargain or contract entered into by any married woman in or about the carrying on of any trade or business, under any statute of this State, shall be binding upon her husband, or render him or his property in any way liable therefor.

WILLS.

All persons of sound mind, except infants and married women, are legally entitled to dispose of their property by will; and infants of the age of fourteen, if males, and twelve, if females, may make wills of personal property. But this rule of the common law has been generally modified by Statute: for instance, in New York the Statute has removed the disability of married women and has increased the restriction laid upon infants, prescribing, that personal property may be willed by males at the age of eighteen, and by females at sixteen.

In making a will, the intention of the testator (the person making the will) should be fully and plainly stated; if the testator intends to give the property for a certain number of years, or for life, or for ever, he should say so; he ought also to describe the property with reasonable certainty, as, for instance, "my house and lot known as No. 65 Bond street, New-York," or, "my six houses and lots known as Nos. 81, 83, 85, 87, 89 and 91 Pear-

street," or, "my farm of one hundred and sixty acres, in Claverack, Columbia county, State of New-York," or, "my gold watch," or, "my horse," &c., &c.

All wills must be made in writing, with the testator's full name at the end. In the States of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, Alabama, Florida, Georgia, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Oregon, South Carolina, and Wisconsin, a will must be attested by *three* subscribing witnesses; in Delaware, Virginia, Indiana, North Carolina, Tennessee, Kentucky, Ohio, Illinois, Missouri, Alabama, Arkansas, California, Iowa, Texas, Utah, New-Jersey, and New-York, by two subscribing witnesses. In Pennsylvania no subscribing witnesses are required, provided the signature to the will can be proved by the oaths of two respectable witnesses.

A will may be revoked at any time by the testator, and another made, either by himself or in his presence and by his direction.

A codicil is an addition or supplement to a will, and must be executed with the same formality—that is, in the presence of the same number of witnesses.

Witnesses should always write their respective places of residence after their name. Every person who shall sign the testator' name to a will by his direction, must write his own name as a witness to the will in the presence of two other witnesses.

Nuncupative (unwritten) wills are always unsafe; and, although they are legal under many circumstances, they rarely fail to leave room for troublesome and expensive litigation.

Marriage and the birth of a child after the execution of a will imply a revocation of such will, of real and of personal property, provided such wife and child were unprovided for; but in case the wife and child are provided for, by settlement or otherwise, the will is good.

The will of a single woman is annulled in law by her marriage. But a woman may make a deed of settlement of her estate before marriage which shall empower her to retain her right to make a will after marriage.

A sale of, or an agreement to sell, property devised in a will, is a legal revocation of such will.

Children born after the execution of a will, and not provided for

by settlement, are entitled, at the death of the testator, to such share of the property as they would have had if no will had been made.

Any provision made in a will for the wife of the testator will not exclude her legal claim to dower also, unless such provision be expressly stated to be in lieu of dower.

A devise to a subscribing witness is void; but such devise does not affect the validity of the will itself.

The term heirs, or other words of inheritance, may be used in a will, but they are not called for by law.

Property may not be devised to a corporation, unless such corporation is authorized by its charter to receive bequests by will.

Bequests of property to aliens not authorized by law to hold property are void.

Incumbrances upon a testator's real or personal estate does not affect the validity of his will; but the devises and legacies therein are subject to such incumbrance.

All debts and other incumbrances must be settled previous to the distribution of the gifts to the devisees (the parties to whom the bequests are made).

The authenticity of a will must be proved before the Surrogate of the county in which it is made; should the decision of the Surrogate be unsatisfactory to the parties interested, an appeal may be made by all or either of them to the circuit judge of the circuit court; should the decision of the latter be equally unsatisfactory, an appeal may be made to the court of chancery; in case this should also be unsatisfactory, a further appeal may be made to the Supreme Court, whose decision is final; a record of which decision must then be made by the Surrogate. The cost and expenses of such appeal must be paid by the party or parties appealing, in case of his or their failure to impeach the validity of the will; but if he or they succeed in impeaching the will, the costs must be paid by the contesting party, either personally or out of the effects of the deceased.

No person can be an executor of a will who, at the time the will is proved, is either an alien, under twenty-one years of age, a drunkard, a convict or deficient in understanding.

An executor of a will may renounce such appointment by an

instrument signed before two witnesses, which instrument must be recorded by the Surrogate before whom the will was proved. Should all the executors refuse to serve, then power shall be granted to the residuary legatees, or some one of them, to act in their place; if the legatees will not serve, then to the widow and next of kin, if there be any; if none, then to any creditor of the testator; if none, then to the public administrator.

In case a man should die intestate (without leaving a will), power to administer his property shall be granted in the following order: 1st, to the widow; should there be none, then, 2d, to the sons; should there be none, then, 3d, to the father; 4th, to the brothers; 5th, to the sisters; 6th, to the grandchildren; 7th, to any other of the next of kin. If any of the persons so entitled are minors, then to their guardians; if the relatives or guardians will not accept, then to the creditors of the deceased, the creditor first applying, if otherwise competent, to have the preference.

In case a married woman should die intestate, her husband is entitled to administer her property in preference to all other persons, provided he be of sound mind. He is liable for her debts only to the extent of the assets received by him.

In New York and some other States, if a married woman who holds real estate in her own name, dies without making a will, her real estate, if she leaves children, goes to them, but the husband has a life interest in the use of it; but if she leaves no children, then the real estate goes to her heirs at law, of whom the husband is not one.

A Will of Real Estate.

THE last will and testament of A. C., &c. I, A. C., considering the uncertainty of this mortal life, and being of sound mind and memory, (blessed be Almighty God for the same!) do make and publish this my last will and testament, in manner and form following, (that is to say:) First, I give and bequeath unto my beloved wife J. C., the sum of ——. *Item*, I give and bequeath to my eldest son G. C., the sum of ——. *Item*, I give and bequeath unto my two younger sons, J. C. and F. C., the sum of —— each. *Item*, I give and bequeath to my daughter-in-law, S. H., widow, the sum of ——; which said several legacies or sums of money I will and order to be paid to the said respective legatees, within six months after my decease. I further give and devise to my said eldest son G. C., his heirs and assigns, all that messuage or

tenement, situated, lying, and being in, &c., together with all my other freehold estate whatsoever, to hold to him the said G. C., his heirs and assigns, forever. And I hereby give and bequeath to my said younger sons, J. C. and F. C., all my leasehold estate, of and in all those messuages or tenements, with the appurtenances, situate, &c., equally to be divided between them. And lastly, as to all the rest, residue, and remainder of my personal estate, goods, and chattels, of what kind and nature soever, I give and bequeath the same to my said beloved wife, J. C., whom I hereby appoint sole executrix of this my last will and testament, hereby revoking all former wills by me made.

In witness whereof, I have hereunto set my hand and seal, the —— day of ——, in the year of our Lord one thousand ——.

A. C. [L. S.]

The above instrument, consisting of one sheet, (*or*, of two sheets,) was now here subscribed by A. C., the testator, in the presence of each of us; and was at the same time declared by him to be his last will and testament; and we, at his request, sign our names hereto, as attesting witnesses.

D. F., residing at ——, in —— County
G. H., residing at ——, in —— County.

[*Or, if the witnesses do not see the testator subscribe the will, it may be attested by his acknowledgment in the following form.*]

The above instrument of one sheet (*or*, of two sheets) was, at the date thereof, declared to us by the testator, A. C., to be his last will and testament; and he then acknowledged to each of us, that he had subscribed the same: and we, at his request, sign our names hereto as attesting witnesses.

D. F., residing at ———, in ——— County.
G. H., residing at ———, in ——— County.

Codicil to a Will.

WHEREAS I, A. C., of, &c., have made my last will and testament in writing, bearing date, &c., [and have thereby, &c. &c.] Now I do by this my writing, which I hereby declare to be a codicil to my said will, to be taken as a part thereof, [will and direct, &c. &c.,] give and bequeath to my niece M. S., one gold watch, one large diamond ring, and one silver coffee-pot. And whereas, in in and by my last will and testament, I have given and bequeathed to my daughter-in-law G. H., the sum of ———, I do hereby order and declare, that my will is that only the sum of ——— be paid unto her, in full of the said legacy I have as aforesaid given and bequeathed unto her; and that the remaining part of the said legacy be given and paid to my nephew E. G. And lastly, it is my desire that this my present codicil be annexed to, and made a part of my last will and testament, to all intents and purposes

In witness whereof, I have hereunto set my hand and seal, this ——— day of ———, &c. A. C. [L. S.]

The above instrument of one sheet was, at the date thereof, declared to us by the testator, A. C., to be a codicil to be annexed to his last will and testament; and he acknowledged, to each of us, that he had subscribed the same; and we, at his request, sign our names hereto as attesting witnesses.

D. F., residing at ———, in ——— County.
G. H., residing at ——— in ——— County.

General Form, disposing of an Estate in Legacies.

KNOW all men by these presents, that I, T. T., of ——, in the county of ——, and State of ——, gentleman, being in good health, [*or*, in ill health, *as the case may be*,] and of sound and disposing mind and memory, do make and publish this my last will and testament, hereby revoking all former wills by me at any time heretofore made.

First. I hereby constitute and appoint my wife, E. T., to be sole executrix of this my last will, directing my said executrix to pay all my just debts and funeral expenses, and the legacies hereinafter given, out of my estate.

Second. After the payment of my said debts and funeral expenses, I give to each of my children, T. H. T., E. A. T., M. P. T., and A. S. T., the sum of —— dollars, to be paid to each of them as soon after my decease, but within one year, as conveniently may be done.

Third. And for the payment of the legacies aforesaid, I give and devise to my said executrix all the personal estate owned by me at my decease, (except my household furniture and wearing apparel,) and so much of my real estate as, when sold by leave of the court of probate, will be sufficient, in addition to the said personal estate herein given, to pay the said legacies.

Fourth. I give to my said executrix, all my household furniture and wearing apparel, for her sole use.

Fifth. I devise to my said executrix all the rest and residue of my real estate, so long as she shall remain unmarried, and my widow, with remainder thereof, on her decease or marriage, to my said children and their heirs, respectively, share and share alike.

In testimony whereof, I hereunto set my hand and seal, and publish and declare this to be my last will and testament, in the presence of the witnesses named below, this —— day of ——, in in the year .

T. T. [L. S.]

This will must be attested in the same manner as in the preceding forms.

General Form, disposing of both Real and Personal Estate.

In the name of God, Amen. I, A. B., of, &c., being in good bodily health, and of sound and disposing mind and memory, calling to mind the frailty and uncertainty of human life, and being desirous of settling my worldly affairs, and directing how the estates with which it has pleased God to bless me, shall be disposed of after my decease, while I have strength and capacity so to do, do make and publish this my last will and testament, hereby revoking, and making null and void, all other last wills and testaments by me heretofore made. And, first, I commend my immortal being to Him who gave it, and my body to the earth, to be buried with little expense or ostentation, by my executors hereinafter named.

And as to my worldly estate, and all the property, real, personal, or mixed, of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I devise, bequeath, and dispose thereof in the manner following, to wit:

Imprimis. My will is, that all my just debts and funeral charges shall, by my executors hereinafter named, be paid out of my estate, as soon after my decease as shall by them be found convenient.

Item. I give, devise, and bequeath to my beloved wife, C. B., all my household furniture, and my library in my mansion or dwelling house, my pair of horses, coach, and chaise, and their harnesses; and also fifteen thousand dollars, in money, to be paid to her by my executors hereinafter named, within six months after my decease; to have and to hold the same to her, and her executors, administrators, and assigns forever. I also give to her the use, improvement and income of my dwelling-house, land, and its appurtenances, situated in ——, my warehouse, land, and its appurtenances, situated in ——, to have and to hold the same to her for and during her natural life.

Item. I give and bequeath to my honored mother, O. B., two thousand dollars, in money, to be paid to her by my executors hereinafter named, within six months after my decease; to be for the sole use of herself, her heirs, executors, administrators, and assigns.

Item. I give, devise, and bequeath to my son E. B. the reversion or remainder of my dwelling or mansion-house, land, and its appurtenances, situated in ——, and all profit, income, and advantage that may result therefrom, from and after the decease of my beloved wife, C. B.; to have and to hold the same to him, the said E. B., his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

Item. I give, devise, and bequeath to my son T. B. the reversion or remainder of my warehouse, land, and its appurtenances, situated in ——, and all the profit, income, and advantage that may result therefrom, from and after the decease of my beloved wife

C. B. to have and to hold the same to the said F. B., his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

Item. All the rest and residue of my estate, real, personal, or mixed, of which I shall die seized and possessed, or to which I shall be entitled at the time of my decease, I give, devise, and bequeath, to be equally divided to and among my said sons, E. B. and F. B. And,

Lastly. I do nominate and appoint my said sons, E. B. and F. B., to be the executors of this my last will and testament.

In testimony whereof, I, the said A. B., have to this my last will and testament, contained on three sheets of paper, and to every sheet thereof subscribed my name, and to this the last sheet thereof I have here subscribed my name, and affixed my seal, this —— day of ——, in the year of our Lord one thousand eight hundred and ——. A. B. [L. S.]

This will must be attested in the same manner as in the preceding forms.

Form of a Will of Goods.

In the name of God, Amen. I, A. B., of ——, in the county of ——, farmer, being mindful of my mortality, do, this —— day of ——, in the year of our Lord ——, make and publish this my last will and testament, in manner following:

First. I desire to be decently and privately buried in the churchyard at ——, without any funeral pomp, and with as little expense as may be.

Also, I give and bequeath unto my son, J. B., the sum of ——

Also, I give and bequeath unto my daughter, M. B., the sum of ——.

To be paid unto them respectively, so soon as one year after my decease shall be expired.

Also, I do forgive unto L. M. the sum of ——, out of the principal sum of ——, which he owes to me upon bond.

Also, I give to my grand-daughters, A. and B., children of my daughter C., the sum of —— a-piece, to be paid to them respectively, at their respective ages of twenty-one years, or days of marriage, which shall first happen; the same to be put out to interest at the discretion of my executrix, and the interest accruing thereby to be applied to their education and maintenance respectively, until their said respective ages or marriages. And in case either of them shall die before the age of twenty-one years or marriage, then I give the share of her so dying unto the survivor of them. And if both of my said grand-daughters shall happen to die before the attaining the age of twenty-one years or marriage, then I give

and bequeath the whole of the said several sums unto my daughter D., if she shall be then living.

Also, I give to my wife, E. B., during her life, the use of all my plate and household goods, bedsteads, bedding, and other furniture; and after her decease, to remain to my son, J. B.

All the rest and residue of my personal estate, whatsoever and wheresoever, of what nature, kind, and quality soever the same may be, and not hereinbefore given and disposed of, (after payment of my debts, legacies, and funeral expenses,) I do give and bequeath unto my wife, E. B., her executors, administrators, and assigns, to and for her and their own use and benefit absolutely.

And I do hereby constitute and appoint my said wife, E. B., sole executrix of this my last will and testament.

In witness whereof, I have hereunto set my hand and seal, the day and year first above written. A. B.

This will must be attested in the same manner as is directed in the preceding forms.

Will of Lands and Goods.

In the name of God, Amen. I, A. B., merchant, of ——, do make and declare this my last will and testament, in manner and form following:

First. I resign my soul into the hands of Almighty God, hoping and believing in a remission of my sins, by the merits and mediation of Jesus Christ; and my body I commit to the earth, to be buried at the discretion of my executor hereinafter named; and my worldly estate I give and devise as follows:

First. I give and devise to my younger son, B. B., all that my whole messuage and tenement, situate, lying, and being at ——, to have and to hold to my said son, B. B., his heirs and assigns forever.

Also, I give and devise all that my messuage and tenement, with the appurtenances, situate, lying, and being at ——, unto my daughter, C. B., to have and to hold to my said daughter, C. B., and her assigns, for and during the term of her natural life, without impeachment or waste; and from and immediately after her decease, I give and devise the same unto my said son, B. B., his heirs and assigns forever.

And I do hereby give, devise, and bequeath unto my wife, E. B., and her assigns, for and during the term of her natural life, one annuity, or clear yearly rent or sum of ——, free of all taxes and other deductions, to be issuing and payable out of the said messuage and tenement, and to be paid and payable by equal half-yearly payments, at ——, the first payment thereof to be on ——; and I do hereby charge and subject the said messuage and tene-

ment to and with the payment of the said annuity, yearly rent, or sum of —— accordingly; and my will is, that in case the said annuity, or any part thereof, shall be behind or unpaid by the space of twenty days next after the aforesaid ——, whereon the same is hereinbefore directed to be paid as aforesaid, (being lawfully demanded,) that then and so often it shall and may be lawful for my said wife, and her assigns, to enter upon the said premises charged with the said annuity as aforesaid, and distrain for the same, or for so much thereof as shall be so in arrear; and the distress and distresses then and there found, to detain and keep, until she shall be fully paid and satisfied all such arrearages, with costs and charges in and about making and keeping thereof; and in case the said annuity, or any part thereof, shall be behind or unpaid for the space of forty days next after any of the said days of payment whereon the same ought to be paid, as aforesaid, that then and so often it shall and may be lawful for my said wife, and her assigns into all and singular the premises charged with the said annuity as aforesaid to enter, and the rents, issues, and profits thereof to receive and take, until she be therewith and thereby, or by the person or persons who shall be then entitled to the immediate possession of the premises, paid and satisfied the same and every part thereof, and all the arrears thereof incurred before, and that shall incur during such time as she shall receive the rents, issues, and profits thereof, or be entitled to receive the same by virtue of such entry, to be made as aforesaid, together with her costs, damages, and expenses laid out and sustained, by reason of the non-payment thereof, or any part thereof.

Also, I will and ordain, that the executor of this my last will and testament, or his executor or executors, for and towards the performance of my said testament, shall, with all convenient speed after my decease, bargain, sell, and alien, in fee simple, all those my lands called ———, for the doing, executing, and perfect finishing whereof, I do by these presents give to my said executor, and his executor or executors, full power and authority to grant, alien, bargain, sell, convey, and assure all the same lands, called ———, to any person or persons, and their heirs forever, in fee simple, by all and every such lawful ways and means in the law, as to my said executor, or his executor or executors, or to his or their counsel, learned in the law, shall seem fit or necessary.

And I do hereby appoint my trusty friend, E. B., executor of this my last will and testament, and do give unto him the sum of ———, in consideration of the pains and trouble he will have in the execution of this my will.

Also, for the better education of my children, A., B., and C., I do give and dispose of the tuition and custody of them, and every of them, unto my wife E. B., for such time as they or any of them respectively continue unmarried, and under the age of one-and-twenty years, and my said wife remains my widow; but if my said

wife should die or marry, during the single life and nonage of any of my said children, so being unmarried and under the age of one-and-twenty years at the marriage or death of my wife, unto my said executor, E. E.

And my will is, and I do hereby expressly declare, that my said executor, his executor or executors, shall not be charged or chargeable with, or accountable for more of the aforesaid moneys or estates than he or they shall actually receive, or shall come to his or their respective hands by virtue of this my will, or with or for any loss which shall happen of the said moneys or estates, or of any part of my personal estate, so as such loss happen without his or their wilful default and neglect.

And also, that it shall and may be lawful for him, my said executor, and his executor or executors, in the first place, out of the said premises respectively, and out of the residue of my personal estate, to deduct and reimburse him and themselves respectively, all such loss, costs, charges and expenses as he or they shall sustain, expend, or be put unto, for or by reason of the performance of this my will, or the management or execution thereof respectively, or any other thing in any wise relating thereto.

And finally, all the rest, residue, and remainder of all my estate and effects, real and personal, whatsoever and wheresoever, not hereinbefore otherwise effectually disposed of, (after payment of my debts, legacies, and funeral expenses, and other charges and deductions as aforesaid,) I do give, devise, and bequeath unto my eldest son, A. B.

In witness, &c. A. B.

This will must be attested in the same manner as in the preceding forms.

The following clauses may be inserted, if necessary, in either of the foregoing wills.

CLAUSE CONCERNING DISPUTES ABOUT ANY GIFT OR BEQUEST IN A WILL.

And lastly, my express will and meaning is, and I do hereby order and appoint, that if any difference, dispute, question, or controversy shall be moved, arise, or happen, concerning any gift, bequest, matter or thing in this my will given and bequeathed, expressed or contained, that then no suit or suits, in law or equity, or otherwise, shall be brought, commenced, or prosecuted for and concerning the same, but the same shall be referred wholly to the award, order, and determination of my friends F. H. and E. D., both of, &c., and what they shall order, direct, or determine therein shall be binding and conclusive to all and every person and persons therein concerned. A. W.

PROVISO THAT SUMS ADVANCED BY TESTATOR IN HIS LIFETIME TO CHILDREN SHALL BE TAKEN AS PART OF PORTION.

PROVIDED always, and I do hereby declare, that in case I shall, in my lifetime, advance and pay to any of my children, either sons or daughters, any sum or sums of money, for his or their benefit or advancement in the world, or otherwise, and shall signify the same in writing under my hand, then if any such sum or sums shall be equal to the share or shares of such child or children respectively, of and in the premises, &c., by me hereby devised or bequeathed for their respective benefits, such sum or sums, so paid or advanced, shall in that case be accounted in full satisfaction of the share or shares of such child or children respectively, in the said estate and premises; but if such advanced sum or sums shall be less than the share or shares of such child or children respectively, of and in the said premises, &c., then such advanced sum or sums shall be accounted as part only of the share or shares of such child or children therein, and in that case such child or children shall not receive or be entitled to any share or interest of, or in such parts of the said premises, &c., which shall have been paid or advanced to him, her, or them, for the purposes aforesaid, until the other or others of such child or children shall have received as much of the said premises, &c., as shall make his, her, or their share or shares thereof equal to what shall have been so paid or advanced to or for the benefit, advantage, or preferment of such child or children respectively; to the end and intent that the said premises may be equally divided among all such children, share and share alike.

APPOINTMENT OF GUARDIANSHIP.

AND I hereby commit the guardianship of all my children, until they shall respectively attain the age of twenty-one years, unto my said wife, during her life, if she shall so long continue my widow; and from and after her decease, or second marriage, unto my trusty and much-esteemed friend A. B., his executors and assigns: and do hereby declare that the expenses of the maintenance and education of my said children, until they shall attain the age aforesaid, or become entitled to the sum or sums of money hereby provided for their benefits respectively, shall be paid and borne by my said wife, by and out of the moneys and estate given and bequeathed to her in and by this my will.

Devise from a Husband to his Wife of an Estate for Life, in Lieu of Dower, Remainder to his Children as Tenants in Common.

ITEM. I give and devise unto my said wife, all that my said messuage or tenement, with the appurtenances, situate, &c., with

the lands and hereditaments thereunto belonging, and the rents, issues, and profits thereof, for and during the term of her natural life; and from and after the decease of my said wife, I give and bequeath the said messuage or tenement, lands, and hereditaments, unto such child or children, as I shall leave or have living at the time of my decease, and to their heirs and assigns forever, as tenants in common, and if I shall have no such child or children, &c., then I give and devise, &c., which said legacy given to my said wife as aforesaid, I hereby declare is intended to be, and is so given to her, in full satisfaction and recompense of, and for her dower and thirds, which she may, or can in any wise claim or demand out of my estate.

Item. I give and devise all the rest and residue of my estate both real and personal, (not hereinbefore by me given and bequeathed,) unto, &c.

MORTGAGES.

A MORTGAGER is one who makes a mortgage; a MORTGAGEE is one to whom a mortgage is made.

A mortgage is the pledging of an estate for the security of a debt, and becomes void when the debt is paid. Any person owning an interest in, or the whole of an estate, is at liberty to mortgage his or her claim upon or interest in it, provided he or she is not under age. A married woman cannot make a mortgage without the consent of her husband. It frequently happens that embarrassed persons give as many as five mortgages, to as many different persons, on their estates. A first mortgage, however, takes precedence of all subsequent mortgages or conveyances, provided it is recorded. All mortgages must be recorded in the clerk's office of the county in which the property lies.

All mortgages on *personal* property, to be valid, must be recorded in the town clerk's office in which the property lies at the time of the execution of the instrument; they must also be recorded in the town clerk's office of every town to which the property may be removed. When the property is in a city where the county clerk's office is kept, then the mortgage must be recorded in that office. Such mortgages will cease to be valid after the expiration of one year from the recording thereof, unless a true copy of such mortgage, together with a statement of the real interest of the mortgagee in the property, shall, within thirty days of

the expiration of the year, be again filed in the office of the town or county clerk in which the mortgager shall then reside.

When the mortgage is paid, a certificate to that effect from the mortgagee or his legal representatives, duly acknowledged by a commissioner of deeds, must be presented to the clerk of the town or county office in which the mortgage is recorded, who will file it, and the mortgage is at an end.

A mortgage, to secure the purchase-money, made at the time of the purchase, takes precedence of any previous judgment against the mortgager.

A mortgage sometimes conveys to the mortgagee the power to sell, in such cases, the mortgagee may sell the property without the aid of any court. Such sale, however, will not do away with a judgment or mortgage obtained prior to the sale. All such sales must be made at public auction.

Mortgage of Lands by Husband and Wife.

THIS Indenture, made the —— day of ——, in the year of our Lord one thousand eight hundred and ——, between J. J., of the city of New-York, merchant, und A. his wife, of the first part, and C. K., of said city, merchant, of the second part, *witnesseth:* That the said parties of the first part, for and in consideration of the sum of ——, lawful money of the United States, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, conveyed, and confirmed, and by these presents do grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, and to his assigns forever, all that certain lot, &c.; together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, dower, possession, claim, and demand whatsoever, of the said parties of the first part, of, in, and to the same, and every part thereof, with the appurtenances, To have and to hold the said hereby granted premises, with the appurtenances, unto the said party of the second part, his heirs, and assigns, to his and their only proper use, benefit and behoof forever. Provided always, and these presents are upon this condition, that if the said parties of the first part, their heirs, executors, administrators, or assigns, shall pay unto the said party of the second part, his executors, administrators, or assigns, the sum of ——, on or before the —— day of ——, which will be in the year ——, with interest, according to the condition of a bond of the

said J J., to the said C. K., bearing even date herewith; then these presents shall become void, and the estate hereby granted shall cease and utterly determine. But if default shall be made in the payment of the said sum of money, or the interest, or of any part thereof, at the time hereinbefore specified for the payment thereof, the said parties of the first part, in such case, do hereby authorize and fully empower the said party of the second part, his executors, administrators, and assigns, to sell the said hereby granted premises, at public auction, and convey the same to the purchaser, in fee simple, agreeably to the act in such case made and provided, and out of the moneys arising from such sale, to retain the principle and interest which shall then be due on the said bond, together with all costs and charges, and pay the over plus (if any) to the said J. J., party of the first part, his heirs, executors, administrators, or assigns.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of JOHN SMITH. JOHN JAY, [L. S.] AMELIA JAY, [L. S.]

A Mortgage given for part of the Purchase-Money of Land.

THIS Indenture, made the —— day of ——, in the year of our Lord ——, between A. B., of the city of New-York, merchant, of the first part, and S. B., of the said city, esquire, of the second part, *witnesseth:* That the said party of the first part, for and in consideration of the sum of three thousand dollars, lawful money of the United States, to him in hand paid, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, release, convey and confirm, unto the said party of the second part, and to his heirs and assigns forever, all those three certain lots, pieces and parcels of land, situate, lying, and being, &c.; the said three lots of land being part of the premises this day conveyed to the said A. B. by the said S. B. and his wife, and these presents are given to secure the payment of part of the consideration-money of the said premises; together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also, all the estate, right, title, interest, dower, possession, claim, and demand whatsoever, of the said party of the first part, of, in, and to the same, and every part thereof, with the appurtenances. To have and to hold the said hereby granted premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their only proper use, benefit, and behoof forever. Provided always, and these pre-

sents are upon this condition, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall pay unto the said party of the second part, his executors, administrators, or assigns, the sum of three thousand dollars, lawful money aforesaid, on or before the —— day of —— next, with interest thereon at the rate of six per cent per annum, payable half-yearly, on the first days of May and November in each year, until the whole principal sum shall be fully paid and satisfied, according to the condition of the bond of the said A. B. to the said S. B., bearing even date herewith, then these presents, and the estate hereby granted, shall cease and be void. And if default shall be made in the payment of the said sum of money, or the interest, or of any part thereof, at the time hereinbefore specified for the payment thereof, the said party of the first part in such case does hereby authorize and fully empower the said party of the second part, his executors, administrators, and assigns, to sell the said hereby granted premises at public auction, and convey the same to the purchaser in fee simple, according to law, and out of the moneys arising from such sale to retain the principal and interest which shall then be due on the said bond, together with all the costs and charges, and the overplus (if any) pay to the said party of the first part, his heirs, executors, administrators, and assigns. And it is also agreed, by and between the parties to these presents, that until the payment of the said principal and interest moneys in full, it shall be lawful for the party of the second part, his executors, administrators, or assigns, to keep the buildings erected, or to be erected, upon the lands above conveyed, insured against loss or damage by fire, and these presents shall operate to secure the repayment of the premium or premiums paid for effecting or continuing such insurance.

In witness, &c., [*as in Mortgage of Lands by Husband and Wife.*]

Mortgage on Lease.

This Indenture, made the —— day of ——, in the year one thousand eight hundred and ——, between A. B., of the city of New York, of the first part, and C. D. of the second part: Whereas E F. did, by a certain indenture of lease, bearing date the —— day of ——, in the year one thousand eight hundred and ——, demise release, and to farm let, unto G. H., and to his executors, administrators, and assigns, all and singular the premises hereinafter mentioned and described, together with their appurtenances: To have and to hold the same unto the said G. H., and to his executors, administrators, and assigns, for and during and until the full end and term of —— years, from the —— day of ——, in the year ——, and fully to be complete and ended, yielding and paying therefor unto the said E. F., and to his executors or assigns, the yearly rent or sum of ——, which said indenture of lease and term of years

therein mentioned and demised, have been duly assigned to the said A. B. And, whereas, the said party of the first part is justly indebted to the said party of the second part, in the sum of —— dollars, lawful money of the United States of America, secured to be paid by his certain bond or obligation, bearing even date with these presents in the penal sum of —— dollars, lawful money as aforesaid, conditioned for the payment of the said first-mentioned sum, with interest, as by the said bond or obligation and the condition thereof, reference being thereunto had, may more fully appear. Now this indenture witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money, mentioned in the condition of the said bond or obligation with interest thereon, according to the true intent and meaning thereof, and also for and in consideration of the sum of one dollar, to him in hand paid, by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over, unto the said party of the second part, all, &c., together with all and singular the edifices, buildings, rights, members, privileges, and appurtenances thereunto belonging, or in any wise appertaining; and also all the estate, right, title, interest, term of years yet to come and unexpired, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part of, in, and to the said demised premises, and every part and parcel thereof, with the appurtenances; and also the said indenture of lease, and every clause, article, and condition therein expressed and contained: To have and to hold the said indenture of lease, and other hereby granted premises, unto the said party of the second part, his executors, administrators, and assigns, to his and their only proper use, benefit, and behoof, for and during all the rest, residue, and remainder of the said term of years yet to come and unexpired; subject, nevertheless, to the rents, covenants, conditions, and provisions in the said indenture of lease mentioned. Provided always, and these presents are upon this express condition, that if the said party of the first part shall well and truly pay unto the said party of the second part the said sum of money mentioned in the condition of the said bond or obligation, and the interest thereon, at the time and in the manner mentioned in the said condition, according to the true intent and meaning thereof, that then and from thenceforth these presents, and the estate hereby granted, shall cease, determine, and be utterly null and void, any thing hereinbefore contained to the contrary in any wise notwithstanding. And the said party of the first part doth hereby covenant, grant, promise, and agree, to and with the said party of the second part that he shall well and truly pay unto the said party of the second part the said sum of

money mentioned in the condition of the said bond or obligation and the interest thereon, according to the condition of the said bond or obligation. And that the said premises hereby conveyed now are free and clear of all incumbrances whatsoever, and that he hath good right and lawful authority to convey the same in manner and form hereby conveyed. And if default shall be made in the payment of the said sum of money above mentioned, or in the interest that shall accrue thereon, or of any part of either, that then and from thenceforth it shall be lawful for the said party of the second part, and his assigns, to sell, transfer, and set over, all the rest, residue, and remainder of the said term of years then yet to come, and all other the right, title, and interest of the said party of the first part, of, in, and to the same, at public auction, according to the act in such case made and provided: and as the attorney of the said party of the first part, for that purpose by these presents duly authorized, constituted, and appointed, to make, seal, execute, and deliver to the purchaser or purchasers thereof, a good and sufficient assignment, transfer, or other conveyance in the law, for the same premises, with the appurtenances; and out of the money arising from such sale, to retain the principal and interest which shall then be due on the said bond or obligation, together with the costs and charges of advertisement and sale of the same premises, rendering the overplus of the purchase-money (if any there shall be) unto the said party of the first part, or his assigns; which sale, so to be made, shall be a perpetual bar, both in law and equity, against the said party of the first part, and against all persons claiming or to claim the premises, or any part thereof, by, from, or under him, them, or any of them.

In witness, &c., [*as in Mortgage of Lands by Husband and Wife.*]

Mortgage on Goods or Chattels.

To all to whom these presents shall come: Know ye, that I, A. B. of ——, party of the first part, for securing the payment of the money hereinafter mentioned, and in consideration of the sum of one dollar to me duly paid by C. D. of ——, of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, and sell unto the said party of the second part, two bay horses, and all other goods and chattels mentioned in the schedule hereunto annexed, and now in the possession of ——; to have and to hold all and singular the goods and chattels above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators, and assigns, forever. And I, the said party of the first part, for myself, my heirs, executors, and administrators, all and singular the said goods and chattels above bargained and sold unto the said party of the second part, his heirs, executors, administrators, and assigns,

against me, the said party of the first part, and against all and every person or persons whomsoever, shall and will warrant and for ever defend; upon condition, that if I, the said party of the first part, shall and do well and truly pay unto the said party of the second part, his executors, administrators, or assigns, the full sum of —— dollars, on the —— day of —— next, according to the tenor and effect of a certain promissory note, bearing even date herewith, made by me in favor of the said C. D., then these presents shall be void. And I, the said party of the first part, for myself, my executors, administrators, and assigns, do covenant and agree, to and with the said party of the second part, his executors, administrators, and assigns, that in case default shall be made in the payment of the said sum above mentioned, then it shall and may be lawful for, and I, the said party of the first part, do hereby authorize and empower the said party of the second part, his executors, administrators, and assigns, with the aid and assistance of any person or persons, to enter my dwelling-house, store, and other premises, and such other place or places as the said goods or chattels, are, or may be placed, and take and carry away the said goods and chattels, and to sell and dispose of the same for the best price they can obtain; and out of the money arising therefrom, to retain and pay the said sum above mentioned, and all charges touching the same, rendering the overplus (if any) unto me, or to my executors, administrators, or assigns. And until default be made in the payment of the said sum of money I am to remain and continue in the quiet and peaceable possession of the said goods and chattels, and the full and free enjoyment of the same.

In witness, &c., [*as in Mortgage of Lands by Husband and Wife*]

Mortgage for securing the Payment of Money due on a Bond.

This Indenture, made the twentieth day of April, in the year of our Lord one thousand eight hundred and sixty, between A. B., of ——, in the county of ——, yeoman, of the one part, and C. D., of the city of ——, merchant, of the other part. Whereas, the said A. B., in and by a certain obligation, or writing obligatory, under his hand and seal, bearing even date herewith, stands bound unto the said C. D. in the sum of one thousand dollars, conditioned for the payment of five hundred dollars, on the twentieth day of July next ensuing the date hereof, with lawful interest for the same, as in and by the said recited obligation and condition thereof, relation being thereunto had, more fully and at large appears;—

Now, this Indenture *witnesseth*, That the said A. B., as well for and in consideration of the aforesaid debt or sum of five hundred dollars, and for the better securing the payment thereof, with its interest, unto the said C. D., his executors, administrators and

assigns, in discharge of the said recited obligation, as of the further sum of one dollar, to him in hand paid by the said C. D., at and before the sealing and delivery hereof, (the receipt whereof is hereby acknowledged,) hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said C. D., his heirs and assigns, all that messuage, &c., together with all and singular the buildings, improvements, ways, woods, waters, water-courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining; and the reversions and remainders, rents, issues, and profits thereof.

To have and to hold the said messuage, &c., hereditaments and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said C. D., his heirs and assigns, to the only proper use and behoof of the said C. D., his heirs and assigns, forever.

Provided always, nevertheless, that if the said A. B., his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said C. D., his executors, administrators, or assigns, the aforesaid debt or sum of five hundred dollars, on the day and time hereinbefore mentioned and appointed for payment thereof, with lawful interest for the same, according to the condition of the said recited obligation, without any fraud or further delay, and without any deduction, defalcation, or abatement, to be made of anything for or in respect of any taxes, charges, or assessments whatsoever; then and from thenceforth, as well this present Indenture, and the estate hereby granted, as the said recited obligation, shall cease, determine, and become absolutely null and void, to all intents and purposes, anything hereinbefore contained to the contrary in any wise notwithstanding.

In witness, &c., [*as in Mortgage of Lands by Husband and Wife.*]

Either of the following covenants may be inserted in any of the foregoing mortgages, if they should be considered necessary to strengthen the hold upon the property, or otherwise:

A COVENANT THAT MORTGAGER HATH RIGHT TO CONVEY.

And also that he, the said S. R., now hath in himself good right and full power to give, grant, sell, and convey the premises hereinbefore granted, unto and to the use of the said W. J., his heirs and assigns, in manner aforesaid, according to the intent of these presents

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A COVENANT TO PAY TAXES, ETC.

And that he, the said N. P., his heirs, executors, or administrators, shall and will, from time to time, and at all times hereafter

until the said sum of —— shall be fully paid and satisfied to the said J. E., as aforesaid, pay and discharge all, and all manner of taxes, rates, and assessments, which shall be laid, taxed, rated, or assessed thereupon, or upon any part thereof, or upon the said J. E., his executors, administrators, or assigns, for or in respect thereof, or any part thereof, by the authority of [the Congress of the United States of America, of the General Court of the Commonwealth of Massachusetts,] and also save harmless and keep indemnified the said J. E., his executors, &c., of and from all actions, suits, penalties, forfeitures, costs, charges, and damages, which shall or may be brought, commenced, incurred, forfeited, arise or happen, for or by reason of the non-payment of such taxes, rates, or assessments, in any wise however.

A COVENANT THAT UNTIL DEFAULT BE MADE, THE MORTGAGER SHALL HAVE THE RIGHT TO SELL.

And provided also, that until default by the said A. B., of and in the performance of the condition of defeasance aforesaid, or of some part thereof, it shall and may be lawful for the said A. B., his executors, administrators, or assigns, to retain possession of the said goods, wares, and merchandise, and the said furniture, using and making sales thereof from time to time, in the usual course and manner of trade, and applying the proceeds of such sales to the payment of the several notes aforesaid, or accounting for and paying over such proceeds to the said C. D., his executors or administrators; but if the said goods, wares, and merchandise, or furniture, or any part thereof, shall be attached by any other creditor or creditors of the said A. B., before the said C. D. is discharged from all the liabilities aforesaid, then it shall and may be lawful for the said C. D., his executors, &c., to take immediate possession of the same to his and their own use.

Satisfaction of Mortgage.

County of ——, *ss.*

I, C. D., of ——, do hereby certify that a mortgage, bearing date the —— day of ——, one thousand eight hundred and ——, made and executed by A. B. and C. B. his wife, to secure the payment of his bond for —— dollars, with interest, bearing even date with said mortgage, recorded in the office of the clerk of the county of ——, in lib.— of mortgages, page —, on the —— day of ——, 1860, is paid.

Dated the —— day of ——, 1860. C. D.

County of ——, *ss.*

On the —— day of ——, one thousand eight hundred and sixty before me came C. D., to me known to be the individual de

scribed in, and who executed the above certificate, and acknowledged that he executed the same.

L B., Commissioner of Deeds.

Notice of Sale, on Foreclosure of Mortgage by Advertisement.

MORTGAGE SALE.

Default has been made in the payment of the sum of —— dollars and —— cents, which is claimed to be due at the date of this notice, on a certain mortgage bearing date the —— day of ——, 18—, executed by A. B. and Mary, his wife, of the town of ——, in the county of ——, and State of ——, to C. D., of the same place, [*or, as the fact may be,*] and recorded in the office of the Clerk of the county of ——, in book number 75 of mortgages, page 300, &c., on the —— day of ——, A. D., 18—, at twelve o'clock, meridian: [*If the mortgage is foreclosed by an assignee, insert here:* which said mortgage has been duly asssigned to the subscriber:]

Now, therefore, notice is hereby given, that, in pursuance of a power of sale contained in said mortgage, and of the statute in such case made and provided, the premises described in and covered by said mortgage, to wit: "all, &c., [*give description of the premises;*] will be sold at public auction, at the court house, [*or,* at the house of O. P.] in the city [*or,* town] of——, in the county of ——, on the —— day of —— next, at ten o'clock in the forenoon.

Dated the —— day of ——, 18—. [*The date should be that of the first publication of the notice.*]

C. D., Mortgagee,
[*or,* Assignee.]

Affidavit of Publication of the Notice.

State of New-York, } ss.
—— County, }

E. F., of said county, being duly sworn, says, that he is, and, during the whole time hereinafter mentioned, has been, the publisher and proprietor, [*or,* foreman,* in the publishing office,] of the —— Gazette, a newspaper printed and published in the county of ——, aforesaid; and that the annexed printed notice of sale was inserted and published in the said newspaper twelve weeks, successively, at least once in each week; the said publication commencing on the

[*Attach here a printed copy of the notice of sale.*]

* The affidavit of publication may also be made by the principal clerk of the publisher.

—— day of ——, 18—, and terminating on the —— day of —— 18—. E. F.

Sworn to before me, this —— day of ——, 18—. G. H., Justice of the Peace.

Affidavit of Affixing Notice of Sale on the Outward Door of the Court House.*

State of New-York, —— County, } ss.

C. D., of said county, being duly sworn, says, that on the —— day of ——, 18—, he affixed a notice of which the annexed printed notice is a just and true copy, on the outward door of the building where the county courts are directed to be held in the county of ——, aforesaid.

[*Attach here a printed copy of the notice of sale.*]

Sworn, &c., [*as in Affidavit of Publication of Notice.*]

Affidavit of Serving copy of Notice of Sale, on Person having a Lien or Incumbrance.

State of New-York, —— County, } ss.

M. B., of said county, being duly sworn, says, that on the —— day of ——, 18—, he did personally serve A. B., E. F., and G. H., &c., with a notice of sale of which the annexed printed notice is a copy, by delivering a just and true copy of said notice to each of them individually; [*or*, he did serve A. B., with a notice of sale, of which the annexed printed notice is a true copy, by delivering a just and true copy of said notice to the wife, (*or*, daughter, aged eighteen years, or thereabouts,) of the said A. B., at his dwelling house, he being at the time absent therefrom; *or*, he did serve A. B., &c., &c., with a notice of sale, of which the annexed printed notice is a copy, by depositing a just and true copy of said notice in the post office in ——, properly folded and directed to each one of them, at his place of residence.] M. B.

[*Attach here a printed copy of the notice of sale.*]

Sworn, &c., [*as in Affidavit of Publication of Notice.*]

* Where the printer or the person serving the notice of sale, affixes the notice, the substance of this affidavit may be incorporated in the affidavit of publication or of service.

Affidavit of the Auctioneer.*

State of New-York, } ss.
—— County, }

[*Attach here a printed copy of the notice of sale.*]

G. H., of said county, being duly sworn, says, that he sold the premises described in the annexed printed notice at public auction, at the time and the place of sale therein mentioned, to wit: on the —— day of ——, 18—, at ten o'clock in the forenoon, at the court house, [*or*, house of O. P.] in the city [*or*, town] of ——, in the county of ——, aforesaid; and that C. D. then and there purchased the same, for the price of —— dollars; he being the highest bidder, and that being the highest sum bidden for the same.

And this deponent further saith, that said sale was made in the day time, and, in all respects honestly, fairly, and legally conducted, according to his best knowledge and belief; and, also, that the said C. D. purchased the said premises fairly, and in good faith, as he verily believes.

G. H.

Sworn, &c., [*as in Affidavit of Publication of Notice.*]

Notice to accompany Copy of Notice of Sale served on Parties having any Lien or Incumbrance on the Mortgaged Premises.

Sir: Take notice, that the above is a copy of a notice that the mortgage therein mentioned will be foreclosed by a sale of the mortgaged premises, pursuant to the statute in such case made and provided, at the time and place therein specified.

Dated ——, the —— day of ——, 18—.

C. D., Mortgager,
[*or*, Assignee.]

Sheriff's Deed on Foreclosure.

This Indenture, made, &c., between A. P., Esquire, Sheriff of the county of ——, in the State of New-York, of the first part, and C. D., of, &c., of the second part: Whereas, in and by a certain decree, made at a County Court held at the town of ——, in and for said county, before J. P. H., Esquire, County Judge, on the —— day of ——, one thousand eight hundred and ——, in a certain cause there pending in the said court, between E. B, complainant, and A. B., C. B., and D. B., defendants, it was, among other things, ordered, adjudged and decreed, that all and singular the mortgaged premises mentioned in the complaint in said cause, and in said decree described, or so much thereof as might be sufficient to raise the amount due to the complainant, for principal, interest, and

* The party foreclosing the mortgage may act as auctioneer, if he chooses to do so.

costs, in said cause, and which might be sold separately, without material injury to the parties interested, be sold at public auction, according to the course and practice of this court, and under the direction of the said Sheriff, party of the first part; that the said sale be made on the —— day of ——, then next, at —— o'clock in the forenoon of that day, at the court house in the town of ——, in the county of ——, aforesaid; that the said Sheriff give public notice of the time and place of such sale, according to the course and practice of said court, and that any of the parties in said cause might become a purchaser, or purchasers, on such sale; that the said Sheriff execute to the purchaser, or purchasers, of the said mortgaged premises, or such part or parts thereof as should be sold, a good and sufficient deed or deeds of conveyance, for the same; and whereas the said Sheriff, in pursuance of the order and decree of the said court, did, on the said —— day of ——, A. D., 18—, sell at public auction, at the court house in the town of ——, aforesaid, the premises in the said order mentioned, due notice of the time and place of such sale being first given, agreeably to the said order; at which sale, the premises hereinafter described were struck off to the said party of the second part, for the sum of —— dollars, that being the highest sum bidden for the same. Now this indenture witnesseth: That the said Sheriff, in order to carry into effect the sale so made by him, as aforesaid, in pursuance of the said decree of the said court, and in conformity to the statute in such case made and provided, and also in consideration of the premises, and of the said sum of money so bidden, as aforesaid, being first duly paid to him by the said party of the second part, the receipt whereof is hereby acknowledged, hath granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey, unto the said party of the second part, his heirs and assigns, forever, all [*description:*] To have and to hold all and singular the premises above mentioned and described, and hereby conveyed, or intended to be, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof, forever.

In witness whereof, the said Sheriff has hereunto set his hand and seal, the day and year first above written.

Sealed and delivered in presence, of J. D. — A. B., Sheriff.

NATURALIZATION.

Any adult foreigner, whose native country is at peace with the United States, may become a naturalized citizen on the following conditions: 1st, Provided, after three years' residence in the Uni

ted States he shall declare his intention to that effect (see Declaration of Intention); 2d, Provided he shall have resided one year within the State where the court is held to which he makes his application; 3d, Provided he shall have sustained a good moral character up to the time of his admission; 4th, Provided he shall have satisfied the Court, and declare on oath (see *Oath of Alien*) that during the three years prior to his application, it was his real intention to become a citizen, and to uphold the laws and Constitution of the United States. In becoming a citizen he must renounce all allegiance forever to his native country, and also every title or order of nobility, if he have any.

Should an alien die after having declared his intention, his widow and children may become citizens by taking the oath which the alien himself would have taken.

The children of duly naturalized persons, if minors at the time and residing in the United States, shall be deemed citizens, without taking out papers to that effect.

Any foreigner who has resided in the United States prior to 1812, and has since continued to reside therein, may dispense with the declaration of intention; as may also any applicant who has resided within the boundaries of the United States three years previous to his majority. Two years after declaring his intention, the applicant, if he shall have complied with the conditions described in the first paragraph of this article, is entitled to his certificate of citizenship. The application may be made to any Circuit or District Court of the United States.

Naturalization Papers.

DECLARATION OF INTENTION.

I, A. B., do declare, on oath, that it is *bona fide* my intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to all and any foreign prince, potentate, state, and sovereignty whatever; and particularly to Victoria queen of the united kingdom of Great Britain and Ireland.

Sworn in open court, this ——— day of ———, 18—. } A. B.

I, L. T., clerk of the ——— court of ———, do certify that the above is a true copy of the original declaration of intention of A. B. to

become a citizen of the United States, remaining of record in my office.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said court, the —— day of ——, one thousand eight hundred and ——. [L. S.] L. T.

Oath of Alien.

UNITED STATES OF AMERICA.

STATE OF NEW-YORK, } ss.
COUNTY OF ——, }

A. B., being duly sworn, doth depose and say, that he is a resident in the State of New York, and intends always to reside in the United States, and to become a citizen thereof as soon as he can be naturalized, and that he has taken such incipient measures as the laws of the United States require, to enable him to obtain naturalization.

Sworn before me, the —— day of ——, 18—.

J. S., Clerk of the U. S. District Court.

Certificate of Citizenship.

BE it remembered, That on the —— day of ——, in the year of our Lord one thousand eight hundred and ——, A. B., late of Liverpool, England, at present of the city of ——, in the State of ——, appeared in the —— court of ——, (the said court being a court of record, having common-law jurisdiction, and a clerk and seal,) and applied to the said court to be admitted to become a citizen of the United States of America, pursuant to the directions of the act of Congress of the United States of America, entitled, "An act to establish an uniform rule of naturalization, and to repeal the acts heretofore passed on that subject;" and also to an act entitled "An act in addition to an act, entitled 'An act to establish an uniform rule of naturalization, and to repeal the acts heretofore passed on that subject;'" and also to the "Act relative to evidence in cases of naturalization," passed 22d March, 1816; and also to an act entitled "An act in further addition to an act to establish an uniform rule of naturalization, and to repeal the acts heretofore passed on that subject," passed May 26th, 1824. And the said A. B. having thereupon produced to the court such evidence, made such declaration and renunciation, and taken such oath, as are by the said acts required:

Thereupon it was ordered by the said court, that the said A. B be admitted, and he was accordingly admitted by the said court, to be a citizen of the United States of America.

In testimony whereof, the seal of the said court is hereunto affixed this —— day of ——, in the year one thousand eight hundred and ——, and in the —— year of our independence.
[L. S.]

Per curiam, L. T., Clerk.

POWERS OF ATTORNEY.

An attorney is one who is specially appointed to do anything for another. His authority may be limited or extensive, and general or particular, as the persons appointing him shall see fit. Any man may grant his own right or power to perform a thing to another.

An attorney, however, cannot, without permission from his principal, delegate his authority to a substitute. An alien, a minor, or a married woman, may act as an attorney.

The authority to act as an attorney should be in due form and under seal. The attorney must act according to his instructions; and whatever be undertaken, should be undertaken in the name of the party from whom he has received his authority.

Form of a Power of Attorney to sell and Lease Lands.

Know all men by these presents, that I, A. B., of the city of New York, merchant, have made, constituted, and appointed, and by these presents do make, constitute, and appoint C. D., of ——, attorney at law, my true and lawful attorney, for me, and in my name, place, and stead, to enter into and take possession of all such messuages, lands, tenements, hereditaments, and real estate whatsoever, in the State of New York, whereof I am or may be in any way entitled or interested; and to grant, bargain, and sell the same, or any part or parcel thereof, for such sum or price, and on such terms, as to him shall seem meet; and for me and in my name to make, execute, acknowledge, and deliver good and sufficient deeds and conveyances for the same, either with or without covenants and warranty; and, until the sale thereof, to let and demise the said real estate for the best rent that can be procured for the same; and to ask, demand, recover, and receive, all sums of money which shall become due and owing to me by means of such bargain, sale, or lease; and to take all lawful ways and means for the recovery thereof, to compound and agree for the same, and execute and deliver sufficient discharges and acquittances therefor, with power of substitution and revocation, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be

done in and about the premises, as fully, to all intents and purposes, as I might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that my said attorney or his substitute shall lawfully do or cause to be done by virtue thereof.

In witness whereof, I have hereunto set my hand and seal, the —— day of ——, in the year one thousand eight hundred and sixty

Sealed and delivered in presence of J. S. } A. B. [L. S.]

CERTIFICATE OF ACKNOWLEDGMENT TO BE ENDORSED.

UNITED STATES OF AMERICA, CITY AND COUNTY OF NEW-YORK, } *ss.*

Be it known, that on the —— day of ——, one thousand eight hundred and sixty, before me, A. P., a commissioner of deeds, in and for the city and county of New-York, duly commissioned and sworn, personally came A. B., to me known to be the individual described in and who executed the foregoing power of attorney, and acknowledged the same to be his act and deed.

A. P., Commissioner of Deeds for the City of New-York.

CERTIFICATE OF COUNTY CLERK, TO BE ALSO ENDORSED WHEN THE POWER IS TO BE RECORDED IN ANOTHER COUNTY.

STATE OF NEW-YORK, COUNTY OF ——, } *ss.*

I, T. J., clerk of the county aforesaid, do hereby certify, that A. P., whose name is subscribed to the certificate of the acknowledgment of the annexed power of attorney, and endorsed thereon, was, on the day of the date of the said certificate, a commissioner of deeds in and for the said county, residing in the said county, commissioned and sworn, and duly authorized to take the same. And further, that I am well acquainted with the handwriting of the said A. P., and verily believe that the signature to the said certificate of acknowledgment is genuine.

[L. S.] In testimony whereof, I have hereunto set my hand, and affixed the seal of the said county, the —— day of ——.

T. J., Clerk

Power of Attorney to Collect Debts.

KNOW all men by these presents, that I, L. M., of ——, have constituted, made, and appointed, and by these presents do constitute, make, and appoint N. O., of ——, to be my true and lawful

attorney, for me and in my name and stead, and to my use, to ask, demand, sue for levy, recover, and receive, all such sum and sums of money, debts, rents, goods, wares, dues, accounts, and other demands whatsoever, which are or shall be due, owing, payable, and belonging to me, or detained from me, in any manner of ways or means whatsoever, by I. K., his heirs, executors, and administrators, or any of them, giving and granting unto my said attorney, by these presents, my full and whole power, strength, and authority, in and about the premises, to have, sue, and take all lawful ways and means, in my name, for the recovery thereof; and upon the receipt of any such debts, dues, or sums of money aforesaid, acquittances, or other sufficient discharges, for me and in my name to make, seal, and deliver; and generally all and every other act and acts, thing and things, device and devices, in the law whatsoever, needful and necessary to be done in and about the premises, for me and in my name to do, execute, and perform, as largely and amply, to all intents and purposes, as I might or could do, if personally present, or as the matter required more special authority than is herein given; and attorneys one or more under him, for the purpose aforesaid, to make and constitute, and again at pleasure to revoke; ratifying, allowing, and holding, for firm and effectual, all and whatsoever my said attorney shall lawfully do in and about the premises, by virtue hereof.

In witness, &c., [*as in Power of Attorney to Sell and Lease Lands.*]

General Custom-House Power.

KNOW all men by these presents, that we, A. B. and C. D., of the city of ——, merchants, have made, constituted, and appointed, and by these presents do make, constitute, and appoint E. F., of said city, custom-house broker, our true and lawful attorney, for us and in our name to receive and enter, at the custom-house of the district of ——, any goods, wares, or merchandise, imported by us, or which may hereafter arrive, consigned to us, to sign our names, to seal and deliver for us, and as our act and deed, any bond or bonds which may be required by the collector of the said district, for securing the duties on any such goods, wares, or merchandise; also, to sign our names to, seal, and deliver for us, and as our act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares, or merchandise, when exported, and generally to transact all business at the said custom-house, in which we are, or may hereafter be interested or concerned, as fully as we could if personally present. And we hereby declare, that all bonds signed and executed by our said attorney, shall be as obligatory on us as though signed by us, and this power shall remain in full force until revoked by written notice given to said collector

In witness whereof, we have hereunto set our hands and seals this —— day of ——, in the year of our Lord one thousand eight hundred and ——.

Sealed and delivered in presence of J. S.

A. B. [L. S.]
C. D. [L. S.]

STATE OF NEW-YORK, COUNTY of ——, ss.

Be it known, that on the —— day of ——, one thousand eight hundred and sixty, personally appeared A. B. and C. D., to me known to be the persons described in, and who executed the foregoing power of attorney, and acknowledged before me the same to be their free act and deed.

[L. S.] In witness whereof, I have hereunto set my hand, and seal of office, the day and year last above written.

D. E., Notary Public.

Special Custom-House Power.

KNOW all men by these presents, that I, A. B., of the city of ——, merchant, have made, constituted, and appointed, and by these presents do make, constitute, and appoint D. E., of said city, merchant, my true and lawful attorney, for me and in my name to receive and enter, at the custom-house of the district of ——, any goods, wares, or merchandise, imported by, or consigned to me, in the ship Queen of the West, now on her voyage from Liverpool to New-York, and to sign my name to, seal, and deliver, for me, and as my act and deed, any bond or bonds which may be required by the collector of said district, for securing the duties on any such goods, wares, or merchandise; also, to sign my name to, seal, and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture on any such goods, wares, or merchandise, when exported for me, and generally to transact all business at the said custom-house, (in reference to this importation,) as fully as I could, if personally present. And I hereby declare, that all bonds signed and executed by my said attorney shall be as obligatory on me as those signed by myself.

In witness, &c., [*as in General Custom-House power.*]

Power to receive the Rents of an Estate.

KNOW all men by these presents, that I, A. B., of ——, have made, constituted, and appointed, and by these presents do make, constitute, and appoint C. D., of, &c., my true and lawful attorney, for

me, and in my name, and for my use to ask, demand and receive all such rents, and arrears of rent, which now are, or hereafter shall grow due or owing to me from E. F., G. H., I. K., or any of them, as tenants or occupiers of any lands, tenements, or hereditaments belonging to, or claimed by me, situate at ——, or which may be due from, or payable by any other person or persons whomsoever, as tenants, occupiers, or lessees, or assignees of any term or terms of such lands, tenements, or hereditaments, or any of them, or any part or parcel of them; and upon receipt thereof to give proper acquittances, and sufficient discharges thereof; and in default of payment thereof, or any part thereof, to my said attorney, I do hereby authorize and empower him, my said attorney, for me, and in my name, into and upon the said messuages and premises to enter and distrain, and the distress and distresses there found and taken, to dispose of according to law, for the speedy recovery and obtaining my said rent, and arrears of rent; or otherwise to proceed by a suit or suits at law, for the recovery thereof, as by him my said attorney shall be thought fit; hereby ratifying, &c.

In witness, &c., [*as in Power of Attorney to Sell and Lease Lands.*]

Power to receive a Legacy.

Know all men by these presents, that whereas A. B., late of ———, deceased, by his last will and testament did give and bequeath unto me, C. D., of ———, a legacy of ———, to be paid unto me on ———, of which said will E. F., of ———, and C. H., of ———, are joint executors, as in and by the said will may appear: now know ye, that I, the said C. D., have made, ordained, constituted, and appointed J. K., of ———, my true and lawful attorney, for me and in my name, and for my use and benefit, to ask, demand, and receive, of and from the said E. F. and G. H., the legacy given and bequeathed unto me, the said C. D., by the said will of the said A. B., as aforesaid; and upon receipt thereof, by, or payment thereof to, my said attorney, a general release or discharge for the same to make, execute and deliver; hereby ratifying, confirming, and allowing whatsoever my said attorney shall lawfully do in the premises.

In witness, &c., [*as in Power of Attorney to Sell and Lease Lands.*]

Power of Attorney from Several Creditors

OF A PERSON DECEASED, TO BRING ACTIONS, ETC., AND AN APPOINTMENT OF A CASHIER FOR RAISING AND PAYING MONEY TO DEFRAY THE EXPENSES.

Whereas, A. B., late of, &c., deceased, died indebted to us whose names are hereunder subscribed, and to several other persons, by bond, bill, note, or otherwise: Know all men by these pre-

sents, that we, the said creditors, do hereby authorize, order appoint, and empower I. T., of, &c., to be our attorney, agent, and lawful solicitor, and for us, and in our names, and on our behalf to exhibit or prosecute one or more bills in the court of chancery, against such person or persons as he shall be advised, for an equitable discovery and account of the estate and effects of the said A. B., which is, or are, or shall or may be liable to the payment of our said debts; and also in our name, and on our behalf, to commence or prosecute any action or actions, suit or suits, in law or equity, or otherwise, as he, the said I. T., shall be advised, against any person or persons whomsoever, who hath or have possessed, or shall possess himself or themselves of such estate and effects of the said A. B., in order to the recovery of the said debts: for the doing of which this shall be a sufficient warrant to the said I. T. And in order for the carrying on, and effectually prosecuting such suit or suits, action or actions, we, the said creditors, do hereby nominate, constitute, and appoint W. W., of, &c., one of the said creditors, cashier in that behalf, and do hereby also promise and agree to and with the said W. W., that on his giving ten days' notice in writing to each of us, we will from time to time advance, pay, and contribute to the said W. W., each of us in proportion to the amount of our respective demands, such sum and sums of money, at such times and places as he shall by such notice in writing appoint, as may be necessary for defraying all lawful and reasonable costs and charges of such suit or suits, action or actions, or which may arise by reason of the premises.

In witness, &c., [*as in Power of Attorney to Sell and Lease Lands.*]

Power of Substitution.

KNOW all men by these presents, that I, C. D., of ——, by virtue of the power and authority to me given, in and by the letter of attorney of A. B., of the city of ——, which is hereunto annexed, do make, substitute, and appoint C. F., of ——, to ask, demand, and receive, of and from G. H., executor of the last will and testament of L. M., deceased, the legacy bequeathed to the said A. B. by the said L. M., as well for me as the true and lawful attorney and substitute of the said constituent named in the said letter of attorney, to do, execute, and perform all and everything requisite and necessary to be done, as fully, to all intents and purposes, as the said constituent or myself could do, if personally present; hereby ratifying and confirming all that the said attorney and substitute hereby made shall do in the premises, by virtue hereof, and of the said letter of attorney.

In witness, &c., [*as in General Custom-House Power.*]

This form must be acknowledged before a Notary Public, same as in *General Custom-House Power.*

Revocation of a Power of Attorney.

KNOW all men by these presents, that whereas I, A. B., of ——, in and by my letter of attorney, bearing date the —— day of ——, in the year one thousand eight hundred and ——, did make, constitute, and appoint C. D., of ——, my attorney, to recover and receive all debts and sums of money due to me from E. P., of ——, as by the aforesaid letter of attorney may more fully and at large appear.

Now know ye, that I, the said A. B., have revoked, countermanded, annulled, and made void, and by these presents do revoke, countermand, annul, and make void, the said letter of attorney above mentioned, and all power and authority thereby given, or intended to be given to the said C. D.

In witness, &c., [*as in General Custom-House Power.*]

This form must be acknowledged by a Notary Public, same as in *General Custom-House Power.*

Stock Power.

KNOW all men by these presents, that I, A. B., of ——, do hereby make, constitute, and appoint C. D., of ——, my true and lawful attorney, for me and in my name to sell, transfer, and assign —— shares of capital stock, standing in my name on the books of the Mechanics' Bank in the city of ——, with power also an attorney or attorneys under him for that purpose to make and substitute, with like power, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that my said attorney or his substitute or substitutes shall do therein by virtue of these presents.

In witness, &c., [*as in General Custom-House Power.*]

Transfer of Stock.

KNOW all men by these presents, that I, C. D., of ——, for value received, have bargained, sold, assigned, and transferred, and by these presents do bargain, sell, assign, and transfer, unto E. F., —— shares of capital stock, standing in my name on the books of the Mechanics' Bank in the city of ——, and do hereby constitute and appoint A. B., of ——, my true and lawful attorney, irrevocable for me and in my name and stead, but to his use, to sell assign, transfer, and set over all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power; hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall lawfully do by virtue hereof

In witness, &c., [*as in General Custom-House Power.*]

Power to Receive Dividend.

KNOW all men by these presents, that I, A. B., of — , do authorize, constitute, and appoint C. D. to receive from the cashier of the Mechanics' Bank of ——, the dividend now due to me on all stock standing to my name on the books of the said company, and receipt for the same; hereby ratifying and confirming all that may lawfully be done in the premises by virtue hereof.

In witness, &c., [*as in General Custom-House Power.*]

RELEASES.

ALL releases must be accompanied with a seal.

Every release must be founded on some consideration; other wise fraud will be presumed.

Where a party has a cause of action against more than one, either for money or injury, for which all are responsible, a release to one is understood to be a release to all.

General Release of all Demands.

KNOW all men by these presents, that I, A. B., of, &c., for and in consideration of the sum of ——, to me paid by C. D., of, &c., (the receipt whereof I do hereby acknowledge,) have remised, released, and forever discharged, and I do hereby, for myself, my heirs, executors, administrators, and assigns, remise, release, and forever discharge the said C. D., his heirs, executors, and administrators, of and from all debts, demands, actions, and causes of action, which I now have, in law or equity, or which may result from the existing state of things, from any and all contracts, liabilities, doings, and omissions, from the beginning of the world to this day.

In testimony whereof, I have hereunto set my hand and seal, this sixteenth day of May, eighteen hundred and sixty.

ABEL BUTLER. [L. S.]

Mutual General Release by Indenture.

THIS Indenture, made this —— day of ——, between A. B., of, &c., of the one part, and C. D., of, &c., of the other part, *witnesseth*: That, on the day of the date hereof, the said A. B. and C. D. have each paid to the other the sum of five dollars; and each of them has cancelled and delivered up to the other certain covenants, bonds, notes of hand, and written contracts, upon which each of the parties claimed, and pretended to have divers claims and demands on the other: the said claims and contracts, so cancelled and delivered up, being supposed and intended to be all the claims

and evidence of claim by each of the parties hereto on the other. And in consideration thereof, each of them, the said A. B. and C. D., does hereby, for himself and his legal representatives, release, and absolutely and forever discharge the other, of and from all claims and demands, actions, causes of action, of every name and nature, so that neither of them shall have any claim on the other, directly or indirectly, on any contract, or supposed liability, or thing undertaken, done, or omitted to be done, from the beginning of the world to this day.

In testimony, &c., [*as in General Release of all Demands.*]

Release to a Guardian.

KNOW all men, &c., that A. B., &c., son and heir of B. B., deceased, hath remised, released, and forever quit-claimed, and by these presents doth remise, &c., unto C. D., of ——, his guardian, all and all manner of action and actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he, the said A. B. ever had, now hath, or which he, his executors or administrators, at any time hereafter, can or may have, claim, or demand, against the said C. D., his executors or administrators, for, touching, and concerning the management and disposition of any of the lands, tenements, and hereditaments of the said A. B., situate, &c., or any part thereof, or for, or by reason of, any moneys, rents, or profits by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter, cause, or thing whatsoever, relating thereto, from the beginning of the world to the day of the date hereof.

In witness, &c., [*as in General Release of all Demands.*]

Release of Dower to the Heir.

KNOW all men, &c., that I, A. B., &c., relict of B. B., late, &c., as well for and in consideration of, &c., to me paid at or before, &c., by my son, J. B., &c., (the receipt whereof I do hereby acknowledge,) and for the love and affection which I have to my said son, have granted, remised, released, and forever quit-claimed, and by these presents do, &c., unto the said J. B., his heirs and assigns forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand whatsoever, in law and in equity, of me, the said A. B., of, in, and to [*a description of certain parcel of land, &c., and how it descended to A. B. and B.;*] so that neither I, the said A. B., my heirs, executors, or administrators, nor any other person or persons for me, them, or any of them, shall have, claim, challenge, or demand, or pretend to have, &c., any dower or thirds, or any

other right, title, claim, or demand, of, in, or to the said premises, but thereof and therefrom shall be utterly debarred and excluded forever by these presents.

In witness, &c., [*as in General Release of all Demands.*]

Release of Dower, in consideration of an Annuity given in a Will.

To all persons, &c., M. N., &c., widow, relict, and residuary legatee of J. N., late of ———, esq., deceased, sendeth greeting:

Whereas, the said J. N., in and by his last will and testament, duly signed, sealed, published, and declared in my presence, and with my approbation, bearing date ———, did settle and secure unto and upon me, the said M. N., an annuity of ———, to be paid unto me half-yearly, by equal payments, in lieu and full satisfaction of the dower or thirds at common law, which I might otherwise have, claim, or be entitled unto, out of all and every the lands, tenements, and hereditaments whatsoever of my said late husband, deceased, or of, in, to, or out of the reversion or remainder, rents, issues, and profits thereof: Now, know ye, that I, the said M. N., for and in consideration of the said annuity so secured to me as aforesaid, and in pursuance and part performance of the said last will and testament of my said late husband, do hereby declare myself fully satisfied and contented therewith, and do hereby remise, release, and forever quit-claim unto T. H., of ———, and T. F., of ———, trustees, appointed in and by the said last will and testament of my said late husband, (in their actual possession and seizin now being,) their executors, &c., all, and all manner of dower, &c., &c.

In witness, &c., [*as in General Release of all Demands.*]

Release of a Trust.

To all, &c., A. B., &c., sendeth greeting:

Whereas, by indenture, bearing date ———, made between, &c., [*here recite the deed,*] in which said indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of ———: Now, know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, released, and surrendered, assigned, and set over, and by these presents, for me, my executors and administrators, do freely and absolutely remise, &c., unto the said C. D., his executors, &c., all the estate, right, title, interest, use, benefit, privilege, and demand whatsoever, which I, the said A. B., have or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said indenture contained, mentioned, and expressed; so that neither I, the

said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge, or demand, any interest, &c., or other thing, in any manner whatsoever, by reason or means of the said indenture or any covenant therein contained, but thereof and therefrom, and from all actions, suits, and demands, which I, my executors, administrators, or assigns, may have concerning the same, shall be utterly excluded and forever debarred by these presents.

In witness, &c., [*as in General Release of all Demands.*]

LANDLORD AND TENANT.

A CONTRACT from a landlord, empowering a tenant to take possession, for a stated period, of certain property, at a stipulated rental, is called a lease or demise. It may be for a month, a quarter, one year, a term of years, for life, or at the will of either of the parties. Leases for less than a year require no written agreement; if for a longer period, they must be in writing; if for life, they must be written, signed, sealed, and witnessed, like any other important instrument.

No particular form is needed; any instrument that conveys the property in a plain, common-sense manner, to the tenant, at a stipulated rent, payable monthly, quarterly, or semi-annually, as the parties may agree, is all that is required.

Where no agreement can be shown in writing for more than a year, the tenant only holds the property from year to year at the discretion of the landlord.

When a person enters into possession of a property without an agreement in regard to time, it is generally held that he is a tenant from year to year.

A tenant is responsible for taxes only when it is so stated in the lease. Verbal promises are of no effect. A lease must speak for itself.

A lease must be delivered to the parties for whom it is intended. If it should fall into the hands of a party accidentally, without the other intending it, it would be invalid. A lease, if for a valuable property, should be acknowledged before a Commissioner of Deeds, which does away with the difficulty frequently attending witnesses, who very often cannot be found when wanted: whereas

an authenticated document can be read in evidence without further proof.

A lease of three years or more should be recorded in the county where the property lies, to protect purchasers of real estate, against secret or fraudulent conveyances.

Unless there is a provision in the lease forbidding it, the tenant has a right to underlet as much of the property as he pleases, so long as his lease runs. A mere tenant at will, however, cannot underlet.

A married woman cannot make a lease even of her own property; for her husband has sole control over her estate during his life, and he alone can demise it. Such leases are binding on her, however, only during the life of her husband.

A minor cannot make a lease for which he can be held on reaching his majority; it will bind the lessee, however, until the minor sees fit to release him. But if he receives the rent after his twenty-first year, he thereby ratifies the lease, and becomes bound for its provisions. A guardian can give no lease that shall extend beyond the majority of his ward. A minor can become a lessee, but he is privileged to give it up when so disposed; he can hold the landlord, however, if he so desires. A married woman cannot lease property; yet, if she occupies a house, her husband will be liable to the landlord for the rent.

Where there are no writings the tenancy commences from the day the tenant takes possession. Where there are writings, and the time for the commencement of the tenancy is not stated, it will be considered as having begun at the time the writings were delivered.

A lease for a term of years, without mentioning the number, is good only for two years.

When a landlord consents to receive a substitute, the first tenant is released.

A new lease invalidates a former one.

A lease by a mortgager is good only so long as the mortgagee refrains from foreclosing the mortgage.

When a landlord executes a lease on verbal misrepresentation, the tenant can recover a deduction from the rent for the fraud

A lease for a farm will be invalid at the end of twelve years, if any rent or service of any kind is reserved.

A tenancy at will may be terminated in the eastern states by giving the tenant three months' notice in writing; in the middle and southern states by six months; in the western states by one month. A tenant is also free to notify the landlord of his intention to quit the premises; if he fail to relinquish possession at the time mentioned in his notice he will be liable for double rent.

Where occupancy is for a short period—a week, for instance, a month, or a quarter—the length of the notice to quit must be regulated by the letting; as a week's notice for a week's letting and a month's notice for a month's letting.

A landlord can no longer distress for rent in New-York, the law authorizing it having been abolished.

When the right of re-entry is reserved, such re-entry may be made at any time after default in the payment of the rent, by previously giving the tenant, or his legal representatives, fifteen days' notice to that effect.

A tenant or under tenant may be removed by an order from any Judge of the county courts or by any Justice of the Peace of the town or city in which the premises are situated.

Rent may be collected by action, after the summary removal of the tenant

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Agreement for a Lease.

THIS agreement, made this —— day of ——, in the year eighteen hundred and sixty, between A. B. of ——, and C. D., of said city, merchant, *witnesseth*, That A. B. agrees, by indenture, to be executed on or before the —— day of —— next, to demise and let to the said C. D., a certain house and lot in said city, now or late in the occupation of E. F., known as No. —, in —— street, to hold to the said C. D., his executors, administrators, and assigns, from the —— day of ——, aforesaid, for and during the term of three years, at or under the clear yearly rent of —— dollars, payable quarterly, clear of all taxes and deductions except the ground rent. In which lease there shall be contained covenants on the part of the said C. D., his executors, administrators, and assigns, to pay the rent, (except in case the premises are destroyed by fire, the rent is to cease until they are rebuilt by the said A. B.,) and to pay all taxes and assessments, (except the ground rent;) to repair the premises, (except damages by fire;) not to carry on

any offensive business on the same, (except by written permission of the said A. B.;) to deliver the same up at the end of the term, in good repair, (except damages by fire, aforesaid;) with all other usual and reasonable covenants, and a proviso for the re-entry of the said C. D., his heirs and assigns, in case of the non-payment of the rent for the space of fifteen days after either of the said rent-days, or the non-performance of any of the covenants. And there shall also be contained covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment; to renew said lease at the expiration of said term, for a further period of twenty-one years at the same rent, on the said C. D., his executors, administrators, or assigns, paying the said A. B., his executors, administrators, or assigns, the sum of five hundred dollars, as a premium for such renewal; and that in case of an accidental fire, at any time during the term, the said A. B. will forthwith proceed to put the premises in as good repair as before such fire, the rent in the meantime to cease. And the said C. D. hereby agrees to accept such lease on the terms aforesaid. And it is mutually agreed, that the cost of this agreement, and of making and recording said lease, and a counterpart thereof, shall be borne by the said parties equally.

As witness our hands and seals, the day and year first above written.

In presence of J. S.

A. B. [L. S.]
C. D. [L. S.]

Landlord's Agreement of Lease.

THIS is to certify, that I have, this —— day of ——, 1860, let and rented unto Mr. C. D., my house and lot, known as No. —, in —— street, in the city of ——, with the appurtenances, and the sole and uninterrupted use and occupation thereof, for one year, to commence the —— day of —— next, at the yearly rent of —— dollars, payable quarterly, on the usual quarter-days; rent to cease in case the premises are destroyed by fire.

A. B

Tenant's Agreement.

THIS is to certify, that I have hired and taken from Mr. A. B., his house and lot, known as No. —, in ——— street, in the city of ———, with the appurtenances, for the term of one year, to commence the first day of ——— next, at the yearly rent of ——— dollars, payable quarterly on the usual quarter-days. And I do hereby promise to make punctual payment of the rent in manner aforesaid, except in case the premises become untenantable from fire or any other cause, when the rent is to cease; and do further promise to quit and surrender the premises, at the expiration of

the term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted.

Given under my hand and seal, the —— day of ——, 1860.

In presence of C. D. [L. S.]

J. S.

Security for Rent.

In consideration of the letting of the premises above described, and for the sum of one dollar, I do hereby become surety for the punctual payment of the rent, and performance of the covenants in the above written agreement mentioned, to be paid and performed by C. D., as therein specified and excepted; and if any default shall be made therein, I do hereby promise and agree to pay unto Mr. A. B., such sum or sums of money as will be sufficient to make up such deficiency, and fully satisfy the conditions of the said agreement, without requiring any notice of non-payment or proof of demand being made.

Given, &c., [*as in Tenant's Agreement.*]

Tenant's Agreement for a House, embracing a Mortgage of his Chattels.

This is to certify, that I, A. B., have hired and taken from C. D., the premises known as No. —, in ——— street, in the city of New York, for the term of one year from the first day of May next, at the yearly rent of four hundred dollars, payable quarterly. And I hereby promise to make punctual payment of the rent in manner aforesaid, and quit and surrender the premises at the expiration of said term, in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted; and engage not to let or underlet the whole or any part of the said premises, or occupy the same for any business deemed extra-hazardous on account of fire, without the written consent of the landlord, under the penalty of forfeiture and damages. And I do hereby mortgage and pledge all the personal property, of what kind soever, which I shall at any time have on said premises, and whether exempt by law from distress for rent or sale under execution, or not, to the faithful performance of these covenants, hereby authorizing the said C. D., or his assigns, to distrain upon and sell the same, in case of any failure or any part to perform the said covenants, or any or either of them.

Given, &c., [*as in Tenant's Agreement.*]

Landlord's Agreement.

THIS is to certify, that I, C. D., have let and rented unto A. B. the premises known as No. —, in ——— street, in the city of New York, for the term of one year from the first day of May next, at the yearly rent of four hundred dollars, payable quarterly. The premises are not to be used or occupied for any business deemed extra-hazardous on account of fire, nor shall the same, or any part thereof, be let or underlet, except with the consent of the landlord in writing, under the penalty of forfeiture and damages

Given, &c., [*as in Tenant's Agreement.*]

Agreement for Part of a House.

MEMORANDUM of an agreement entered into, the —— day of ——, 1860, by and between A. B., of ——, and C. D., of, &c., whereby the said A. B. agrees to let, and the said C. D. agrees to take the rooms or apartments following, that is to say: an entire first floor, and one room in the attic story or garret, and a back kitchen and cellar opposite, with the use of the yard for drying linen, or beating carpets or clothes, being part of a house and premises in which the said A. B. now resides, situate and being in No. —, in —— street, in the city of ——, to have and to hold the said rooms and apartments, and the use of the said yard as aforesaid, for and during the term of half a year, to commence from the —— day of ——, instant, at and for the yearly rent of —— dollars, lawful money of the United States, payable monthly, by even and equal portions, the first payment to be made on the —— day of —— next ensuing the date thereof; and it is further agreed that, at the expiration of the said term of half a year, the said C. D. may hold, occupy, and enjoy the said rooms or apartments, and have the use of the said yard as aforesaid, from month to month, for so long a time as the said C. D. and A. B. may and shall agree, at the rent above specified; and that each party be at liberty to quit possession on giving the other a month's notice in writing. And it is also further agreed, that when the said C. D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

Witness, &c., [*as in Agreement for a Lease.*]

Lease of a House for Five Years.

THIS Indenture, made the first day of April, one thousand eight hundred and sixty, between A. B. of the city of New-York, merchant, of the first part, and C D of said city, bookseller, of the

second part, *witnesseth*, That the said party of the first part hath let, and by these presents doth grant, demise, and let, unto the said party of the second part, his executors, administrators and assigns, all that brick house, messuage, or tenement, with all and singular its appurtenances, situate in the ninth ward of the said city of New-York, and known as No. —, in —— street, in said city, to have and to hold the said premises, with the appurtenances, unto the said C. D., his executors, administrators and assigns, for the term of five years from the first day of ——, one thousand eight hundred and sixty, at the yearly rent of six hundred dollars, to be paid in equal quarter-yearly payments, as long as the said premises are in good tenantable condition. And the said party of the second part doth hereby covenant to pay to the said party of the first part the said yearly rent, as herein specified, save and except, at all times during the said term, such proportional part of the said *yearly rent* as shall grow due during such time as the house shall, without the hindrance of the said party of the second part, be and remain untenantable, by reason of accidental fire. And that the said C. D., his executors, administrators and assigns, shall and will, during the said term, at his own proper costs and charges, well and sufficiently *keep in repair* the said demised premises, with their appurtenances, when and as often as the same shall require, damages by fire only excepted. And that, at the expiration of the said term, the said party of the second part will quit and surrender the premises hereby demised, in as good state and condition as reasonable use and wear thereof will permit, damages by fire only excepted. And also, that he, the said party of the second part, his executors, administrators and assigns, shall and will, during the said term, pay and discharge *all taxes*, assessments, and other charges which shall be taxed, assessed or charged upon the said premises, or any part thereof. And the said party of the first part doth covenant, that the said party of the second part, on paying the said yearly rent, and performing the covenants aforesaid, shall and may peaceably and *quietly have*, hold and enjoy the said demised premises, for the term aforesaid, without any interruption or molestation of the said party of the first part, his heirs, or any other person whatever, claiming or to claim, by, from, or under him or them, or any of them. And also, that in case the said premises shall, at any time during the said term, be destroyed or injured by an accidental fire, the said party of the first part, his executors, administrators or assigns, shall and will forthwith proceed to rebuild or *repair* the said premises, in as good condition as the same were before such fire; and that, until such repairs are made and completed, the said rent shall cease.

Given, &c., [*as in Tenant's Agreement.*]

Agreement for granting a Farming Lease.

THIS agreement, made this —— day of ——, in the year ——, between A. B. of ——, of the one part, and C. D. of ——, of the other part, *witnesseth;* That the said A. B. shall, on or before the first day of —— next, make and execute unto the said C. D., his executors, administrators and assigns, a valid lease of all that messuage, piece, or parcel of land, situate, &c., with the appurtenances thereunto belonging, for the term of —— years, from the first day of ——, at the yearly rent of —— dollars, payable half yearly, clear of all deductions for taxes, or on any other account whatever; the first payment of said rent to be made on the first day of —— next; and at and under the further yearly rent of five dollars for every acre, and so in proportion for a less quantity, of meadow or pasture ground, which shall be plowed or converted into tillage, contrary to a covenant to be contained in said lease, as hereinafter directed; the first payment of said last-mentioned rent to be made on the first half-yearly day after such conversion into tillage, as aforesaid. And in the said lease there shall be contained covenants on the part of the said C. D., his executors, administrators and assigns, to pay the aforesaid rents, and to pay all taxes and assessments; for doing all manner of repairs to the buildings, hedges, ditches, rail and other fences; (the said A. B. providing upon the premises, or within two miles thereof, rough timber, bricks, tiles and lime, for the doing thereof, to be conveyed by the said C. D., his executors, administrators or assigns;) for permission for the said A. B., his heirs or assigns, at all reasonable times, to view the state of the premises; that the said C. D., his executors or administrators, shall not carry off from the farm any hay, straw, or other fodder, and that the said C. D., his executors, administrators or assigns, shall spread on some part of the said lands, in a husband-like manner, all the manure and compost which shall arise from the said farm, and shall, in all respects, cultivate the same in a husband-like manner, and according to the usual course of husbandry practised in the neighborhood, and shall leave all the manure and compost of the last year, for the use of the landlord or succeeding tenants. That the said C. D., his executors, administrators or assigns, shall not cut or flash any of the quick hedge under three years' growth, and shall cut and flash those at seasonable times in the year, and at the time of doing thereof shall cleanse the ditches adjoining thereto, and guard and preserve the hedges, which shall be so cut and flashed as aforesaid, from destruction or injury by cattle, and shall also, at all times, guard and preserve all young hedges and young trees from the like destruction and injury. That the said C. D., his executors, administrators or assigns, shall, in the summer immediately preceding the determination of the said term, to be granted as aforesaid, prepare for seed in a husband-like manner, such part of the land as shall be

in a course of fallow, and fit to be sown with a crop the ensuing season, and lay down with clover-seed and rye-grass twenty acres of the arable land which shall be then in tillage, sowing upon each acre thereof ten pounds of the best clover-seed and one bushel of the best rye-grass seed. And in the said lease there shall be contained a proviso for re-entry by the said A. B., his heirs or assigns, in case of the non-payment of rent for the space of twenty days, or non-performance of the covenants. And there shall be contained covenants on the part of the said A. B., his heirs and assigns, for quiet enjoyment. That the said A. B., his heirs and assigns, shall permit the said C. D., his executors, administrators or assigns, to have the use of the great barn, the stable for four horses adjoining, and the stack-yard and farm-yard, until one month after the expiration or determination of the said term, for the convenience of threshing out the last year's crops of corn and grain, and feeding his or their cattle with the straw and fodder, so that the same may be made into manure, to be left on the said premises, as aforesaid; and also some convenient room in the farm-house for his or their servants to lodge and diet in, until the time aforesaid, without any recompense being made for the same respectively.

In witness, &c., [*as in Agreement for a Lease.*]

Notice to Quit, by Landlord.

Please to take notice, that you are hereby required to surrender and deliver up possession of the house and lot known as No. — in —— street, in the city of ——, which you now hold of me; and to remove therefrom on the first day of —— next, pursuant to the provisions of the statute relating to the rights and duties of landlord and tenant.

Dated this —— day of ——, 1860.

To Mr. C. D. A. B., landlord.

Notice to Quit, by Tenant.

Please to take notice, that on the first day of May next, I shall quit possession and remove from the premises I now occupy, known as house and lot No. —, in —— street, in the city of ——.

Dated this —— day of ——, 1860.

To Mr. A. B. Yours, &c., C. D.

The like where the Commencement of the Tenancy is uncertain.

Mr. C. D.—I hereby give you notice to quit, and deliver up, on the —— day of —— next, the possession of the messuage or dwelling-house, [*or*, rooms and apartments, *or*, farm lands and premi

ses,] with the appurtenances, which you now hold of me, situate in the —— of ——, in the county of ——, provided your tenancy originally commenced at that time of the year; or otherwise, that you quit and deliver up the possession of the said messuage, &c., at the end of the year of your tenancy which shall expire next after the end of one half-year from the time of your being served with this notice.

Dated, &c., [*as in notice to Quit, by Landlord.*]

Notice to the Tenant either to quit the premises or to pay double value.

Sir: I hereby give you notice to qui, and yield up, on the —— day of —— next, possession of the messuage, lands, tenements, and hereditaments, which you now hold of me, situate at ——, in the parish of ——, and county of ——, in failure whereof I shall require and insist upon double the value of the said premises, according to the statute in such case made and provided.

Dated, &c., [*as in notice to Quit, by Landlord.*]

Oath of Holding Over.

City of ——, *ss.*

A. B., of said city, merchant, being duly sworn, doth depose and say, that on or about the ——— day of ———, the deponent rented unto C. D., of said city, printer, the house and lot known as No. —, in ——— street, in said city, for the term of one year from the first day of May then next, which said term has expired, and that the said C. D., or his assigns, holds over and continues in the possession of the said premises, without the permission of this deponent.

Sworn before me, this —— day of —— A. B.

O. P., Commissioner of Deeds.

Summons to Remove.

To C. D., of the city of ———, printer, or any other person claiming possession of the premises hereinafter mentioned:

Whereas A. P., of said city, merchant, has made oath, and presented the same to me, that on or about the ——— day of ——— he rented unto you, the said C. D., the house and lot known as No. —, in ——— street, in the said city of New York, for the term of one year from the first day of May then next ensuing, and that you, or your assigns, hold over and continue in possession of the said premises, after the expiration of your term therein, without

the permission of the landlord: Therefore, in the name of the people of the State of ———, you are hereby summoned and required forthwith to remove from the said premises, or show cause before me, at my office in the said city, on the —— day of ——, at three o'clock in the afternoon, why possession of the said premises should not be delivered to the landlord.

Witness my hand, the ——— day of ———.

M. N., one of the Judges of Court of Common Pleas.

Affidavit of the Service of the Summons.

——— County, *ss.*

William Grant, of the city of ———, in said county, being sworn, saith, that on the ——— day of ———, instant, he served the annexed summons upon C. D., the tenant therein named, *by delivering to him personally a true copy thereof, at the same time showing him the original.*

Warrant to put in Possession.

To any one of the Constables or Marshals of the city of ———, greeting:

Whereas, A. B., of the city of ———, has made oath, and presented the same to me, that on or about the ——— day of ———, he rented unto C. D., of said city, printer, the house and lot known as No. —, in ——— street, in said city, for the term of one year from the first day of ——— then next, and that he (*or*, his assigns) holds over and continues in possession of the same, after the expiration of his term therein, without the permission of the landlord; whereupon I issued a summons, requiring the said tenant forthwith to remove from the said premises, or show cause before me, at a certain time now past, why the possession of the said premises should not be delivered to the landlord; and no sufficient cause having been shown to the contrary, and I being satisfied, by due proof, of the service of the said summons, do, therefore, in the name of the people of the State of ———, command you to remove all persons from the said premises, and put the landlord in full possession thereof.

M. N.

Witness, &c., [*as in Summons to Remove.*]

Warrant to dispossess a Tenant for non-payment of Rent.

To any one of the Constables of the County of ——, greeting:

Whereas, —— hath made oath before me that —— was justly

indebted unto him in the sum of —— dollars, for rent of a house and lot belonging to the said ——, and situate in the village of ——, in said county of ——, and in which the said —— now resides; that he had demanded the said rent or possession of the premises in due form of law, from the said ——, who hath made default in the payment thereof pursuant to the agreement under which the premises were let; and that he holds overtand continues in possession of the same without the permission of the landlord, after default in the payment of the rent as aforesaid; and that satisfaction of the said rent could not be obtained by distress of any goods: Whereupon I issued a summons, requiring the tenant to remove from said premises, or to show cause before me, at a certain time now past, why the landlord should not be put in possession of the said premises; and due proof of the service of said summons having been made to me, and no good cause against the said landlord's application having been shown, or in any way appearing: Therefore the people of the State of —— command you to remove all persons from the said premises, and put the said —— in full possession thereof.

In witness, &c., [*as in Summons to Remove.*]

Affidavit of the Tenant.

DENYING SOME MATERIAL FACT STATED IN THE AFFIDAVIT MADE BY THE LANDLORD.

—— COUNTY, *ss.*

——, of ——, in said county, being sworn, saith: That he doth not owe to the said —— the sum of —— dollars, for the rent of the house and lot occupied by this deponent, in the village of ——, as is alleged by the said ——, in an affidavit lately made before S. T., Esq., one of the Judges of —— county Common Pleas, and on which proceedings have been had before the said S. T., to remove this deponent from the possession of said premises.

Sworn, &c., [*as in Oath of Holding Over.*]

Order to Summon a Jury when the Tenant makes Defence.

—— COUNTY, *ss.*

To the Sheriff or any Constable of said county, greeting:

WHEREAS I, the undersigned, a judge of the county courts of said county, in order to form a jury to try certain matters in controversy between ——, landlord, and ——, tenant, have, in due form of law, nominated A., B., C., D., E., F., &c., [*naming them,*] eighteen reputable persons, qualified to serve as jurors in the courts of record: You are, therefore, hereby commanded, in the name of the people of the State of ——, to summon the above-named persons, so nominated, to appear before me at my office in the village

of ——, on the —— day of ——, to try the said matters in difference between the said parties.

Witness, &c., [*as in Summons to Remove.*]

Subpœn to appear and testify.

—— County, *ss.*

The people of the State of ——, to ——: You, and each of you, are hereby commanded and required to appear before me, one of the judges of the county courts of the said county, at my office in the village of ——, on the —— day of ——, to testify before me, (*or*, before a jury,) touching the matters in controversy between ——, landlord, and ——, tenant, relative to the summary removal of such tenant from the premises of the said ——, on the part of the said ——. And hereof fail not at your peril.

Witness, &c., [*as in Summons to Remove.*]

Warrant to Dispossess the Tenant after Verdict against him.

To any of the constables of the county of ———, greeting:

Whereas, ——— hath made oath before me, that ——— was justly indebted unto him in the sum of ——— dollars, for rent of a house and lot belonging to the said ———, and situate in the village of ———, in said county of ———, and in which the said ——— now resides; that he had demanded the said rent or possession of the premises, in due form of law, from the said ———, who hath made default in the payment thereof, pursuant to the agreement under which the premises were let; and that he holds over and continues in possession of the same, without the permission of the landlord, after the default in the payment of the rent, as aforesaid; and that satisfaction of the said rent could not be obtained by distress of any goods: Whereupon I issued a summons, requiring the tenant to remove from said premises, or to show cause before me, at a certain time now past, why the landlord should not be put in possession of the said premises. And whereas, on (*or*, before) the time appointed in such summons, the said ———, being in possession (*or*, claiming possession) of said premises, having filed an affidavit with me, the undersigned, who issued said summons, denying the facts (*or*, some, *or*, one of the facts,) upon which said summons was issued: And a jury having been regularly nominated, summoned, balloted for and sworn, in pursuance of the directions of the statute in such case made and provided, to determine the matters controverted between the said parties; and the said jury, after hearing the proofs and allegations of the parties, and being kept together by a proper officer, duly sworn, until they were agreed on their verdict, having found a verdict in favor of the said ———. Now, therefore, the people of the State of ——— command you to

remove all persons from the said premises, and put the said ——— in full possession thereof.

In witness, &c., [*as in Summons to Remove.*]

Affidavit of a Landlord to turn out a Tenant who has taken the Benefit of the Insolvent Act.

——— County, *ss.*

A. B., of ———, in said county, being sworn, saith: That on or about the first day of May, in the year ———, this deponent let and demised unto J. D., the house and lot belonging to the said A. B., in the town of ———, in the said county, in which the said J. D. now resides, for the term of two years, at the yearly rent of one hundred dollars. And this deponent further saith, That since the letting of said premises by this deponent to the said J. D., and on or about the ——— day of ——— last, the said J. D. took the benefit of the insolvent act, and was discharged from his debts by D. V. N. R., a Supreme Court Commissioner in the said county, in pursuance of the 3d article of title 1 of chapter 5 of part 2 of the Revised Statutes, [*or as the case may be.*]

Sworn, &c., [*as in Oath of Holding Over.*]

Complaint for Forcible Entry, etc.

—— County, *ss.*

The complaint of D. S., of ——, in said county, to J. J., one of the Judges of the County Courts of said county, showeth: That J. D., of —— aforesaid, on the —— day of ——, in the year ——, at the town of ——, in the county of —— aforesaid, did unlawfully make a forcible entry into the lands and possessions of this complainant, to wit, the dwelling-house and appurtenances of this complainant, there situate, bounded, &c., [*insert boundaries;*] And then and there, with strong hand and with multitude of people, did violently, forcibly, and unlawfully eject and expel the complainant from his said lands and possessions, wherein this complainant had at the time aforesaid an estate of freehold, [*or other estate as the case may be,*] then and still subsisting. And that the said J. D. still doth hold and detain the said lands and possessions from the said D. S. unlawfully, forcibly, and with strong hand against the form of the statute in such case made and provided.

Witness, &c., [*as in Notice to Quit by Landlord.*]

Affidavit to accompany the Complaint.

—— County, *ss.*

D. S. being duly sworn, saith: That J. D., of ——, in said county, on the —— day of ——, in the year ——, at the town and in the

county aforesaid, did unlawfully make a forcible entry into this deponent's dwelling-house, situate in said town, bounded, &c., [*insert description,*] and then and there, with strong hand and with multitude of people, did violently, forcibly, and unlawfully eject and expel this deponent from his said dwelling-house, and doth still unlawfully, forcibly, and with strong hand, detain and hold the said dwelling-house, and the possession thereof, from this deponent. And this deponent further saith, That he had an estate of freehold in the said dwelling-house at the time of the said forcible entry and detainer, which then was and still is subsisting.

Sworn, &c., [*as in Oath of Holding Over.*]

Order to Summon the Jury of Inquiry.

—— COUNTY, *ss.*

To the Sheriff or any Constable of the county of ——.

In the name of the People of the State of ——, you are hereby commanded to cause to come before me, at the house of ——, in the town of —— in said county, on the —— day of ——, instant, twenty-four good and lawful inhabitants of the said county, duly qualified by law to serve as jurors, to inquire upon their oaths for the said People, of certain forcible entry and detainer unlawfully made by J. D., as is said, into the dwelling-house of one D. S., in the town of ——, in said county, against the form of the statute in such case made and provided. And have you then there this order

In witness, &c., [*as in Summons to Remove.*]

Notice to the Person Complained of.

To ——.

On the complaint of D. S., of the town of ——, in the county of ——, made to me, the undersigned, one of the Judges of the County Courts of said county, That you did unlawfully make a forcible entry into the dwelling-house of the said D. S., situate in said town, and bounded, [*insert description,*] and then and there, with strong hand and with multitude of people, did violently, forcibly, and unlawfully eject and expel the said D. S. from his said dwelling-house, and do still unlawfully, forcibly, and with strong hand, detain and hold the said dwelling-house, and the possession thereof, from the said D. S.: I have this day issued my precept, directed to the Sheriff or any Constable of said county, commanding him to cause to come before me, at the house of ——, in the town of ——, in said county, on the —— day of ——, instant, twenty-four good and lawful inhabitants of the said county, duly qualified by law to serve as jurors, to inquire upon their oaths of the said forcible entry and detainer. Of all which you are hereby notified.

Witness, &c., [*as in Summons to Remove.*]

Affidavit of Service of preceding Notice.

—— County, *ss.*

O. P. being sworn, saith: That on the —— day of ——, instant, he served a notice, of which the annexed is a copy, on J. D., by delivering the same to him personally (*or*, by delivering the same on the premises in question to A. D., the son of said J. D. of the age of twenty years and upwards, because the said S. D. could not be found; *or*, by affixing the same on the front door of the house in question, there being no person on the premises; *or*, by affixing the same on a post at the principal entrance of said premises, being a public and suitable place, there being no house or person on said premises.)

Sworn, &c., [*as in Oath of Holding Over.*]

Juror's Oath.

You, and each of you, do swear, That you will well and truly inquire into the matters complained of by David Smith, against John Doe, concerning an alleged forcible entry and detainer of lands and possessions, and a true inquisition thereof will make. So help you God.

Inquisition of the Jury of Inquiry.

—— County,

An inquisition taken at the house of ——, in the town of —— in the county of ——, on the —— day of ——, in the year ——, by the oaths and affirmations of P. Q., &c., [*here insert the names of the jurors sworn or by whom the inquisition is signed,*] inhabitants of said county, duly qualified to serve as jurors, before J. J. Esq., one of the judges of the county courts of said county, who say upon their oaths and affirmations aforesaid, That D. S., of the town of, —— aforesaid, merchant, long since had an estate of freehold in the dwelling-house, with the appurtenances, situated in the town of —— aforesaid, and bounded, &c.; and that the said D. S. was long since lawfully and peaceably possessed thereof; and that his said estate and possession so subsisted and continued until J. D., of the same place, blacksmith, and other persons unknown, on the —— day of ——, &c., with strong hand, and with multitude of people, did forcibly and unlawfully enter into the said land and premises, and expel him, the said D. S., therefrom. And him, the said D. S., so expelled from the said dwelling-house, with the appurtenances aforesaid, from the said —— day of ——, &c., until the day of the taking of this inquisition, with like strong hand unlawfully and forcibly did keep out, and doth yet keep out to the great disturbance of the peace of the people of the State of ——, and con-

trary to the form of the statute in such case made, and that the said estate of the said D. S. still subsists therein.

And we, the jurors aforesaid, whose names are hereto set, dc, on the evidence produced before us, find the inquisttion aforesaid true.

[To be signed by the jurors.]

Traverse.

J. D., *adsm.* THE PEOPLE.

ON THE COMPLAINT OF D. S.

AND afterwards, on the —— day of ——, in the year ——, before the said J. J., one of the judges of the county courts of said county of ——, came the said J. D., in his proper person, and having heard the said inquisition read, says, That he is not guilty of any of the matters set forth therein, and of this he puts himself upon the country, &c.

Or, having heard the said inquisition read, says, That he, the said J. D., or his ancestors, or those whose estate he has in said lands, have been in quiet possession thereof for three whole years next before the said inquisition was found, and that his interest therein is not ended nor determined, and of this he puts himself upon the country, &c.

Venire for Petit Jury.

——COUNTY, *ss.*

To the Sheriff or any Constable of said county, greeting.

THE People of the State of —— command you to summon personally twelve good and lawful men of the town of —— in said county, duly qualified to serve as jurors, and not exempt from serving on juries in courts of Record, and in no wise of kin to D. S. or to J. D., to come before J. J., one of the judges of the county courts of said county, at the house of ——, in the town of —— aforesaid, on the —— day of —— instant, to make a jury of the country, upon their oaths to try a certain traverse of an inquisition found upon the complaint of D. S., and now pending before the said J. J., against J. D., of said county, blacksmith, for a certain forcible and unlawful entry made by the said J. D. with strong hand, into the dwelling-house of the said D. S., in the town of ——, in said county, and for the forcible and unlawful detainer thereof, against the form of the statute in such case made and provided; and that you make a list of the persons summoned, certify and annex the same to this precept, and make return hereof to me.

Witness, &c. [*as in Summons to remove.*]

Juror's Oath upon the Traverse.

You, and each of you, do swear, That you will well and truly hear, try, and determine this issue of traverse, between the people of the State of ——, and J. D., the defendant. So help you God.

Warrant to the Sheriff or Constable to make Restitution

—— COUNTY, *ss.*

The People of the State of New-York, to the Sheriff or any Constable of the said county, greeting:

WHEREAS D. S., of —— in said county, did, on the —— day of —— last, make complaint to the undersigned J. J., one of the judges of the county courts of said county, that John Doe, of —— aforesaid, on the —— day —— of ——, &c., [*reciting the complaint to the word "provided" at the end.*]

You are therefore hereby commanded to go to the said premises, taking with you the power of the county, if necessary, and to cause the said D. S. to be restored and put into the full possession of the said dwelling-house and premises, according to his estate and right therein before the said entry, in pursuance of the statute in such case made and provided.

And you are also commanded to levy the said sum of $—— of the goods and chattels of the said John Doe (excepting such goods and chattels as are by law exempted from execution), and to bring the money before me within thirty days from the date hereof, to render to the said D. S.; and if no goods or chattels can be found, or not sufficient to satisfy the said sum of money, you are commanded to take the body of the said John Doe, and convey him to the common jail of the said county, there to remain until the said sum of money, and your fees for collecting the same, shall be satisfied and paid.

Witness, &c., [*as in Summons to Remove.*]

DEBTOR AND CREDITOR.

EVERY insolvent may be legally released from his debts, upon executing an assignment of all his property to his creditors. The method of proceeding is as follows:—1st. He must present a petition (see *Petition of Insolvent Debtor*), signed by himself and by so many of his creditors residing in the United States as have debts in good faith owing to them by such debtor, and amounting to two thirds of all his debts owing to creditors, to the Judge or Judges of the County Court in which he may reside; the petition to be accompanied by the affidavits of the debtor and petitioning creditors (see

Forms); also, by a schedule, containing a full and correct account of all the debtor's creditors, the sums owing to each, and what for, the place where the debts accrued, the residence of each creditor, and the assets, real and personal, of the debtor, and the incumbrances thereon, and of all the books, vouchers, and securities relating thereto. 2d. The officer must notify the creditors, personally or by letter, of the petitioner's appeal, and call upon them to show cause, if any, why he should not be released from his debts. Notice to this effect must be published in the State paper, and in the principal county paper, once in each week for six successive weeks, if all the creditors reside in the county; and once a-week for ten weeks, if any them of reside one hundred miles from the county. 3. At the time of the hearing the officer hears the proofs and statements of the parties to the petition; if there is no opposition, he enters an order requiring the debtor to make an assignment. 4th. When the officer has received proof of such assignment, he grants the discharge, and the debtor is free. Creditors, however, if so disposed, may demand to have the case tried, like any other cause, before a jury.

A discharge from his debts, in this manner, extinguishes all claims against him at the time of the assignment, including all bills and notes made before that date, although not yet due; also, from all judgments and debts of every kind soever.

Such petitions must be presented in the country to the County Judge; in cities, to the Recorder, or to a Justice of the Supreme or Superior Courts. The officer to whom it is presented must reside in the same county with the debtor; in case no officer in the county is authorized to act in such matters, the petition may be presented to an officer in any other county; the hearing, however, must, in all cases, take place in the county where the debtor resides.

When fraud can be shown against the debtor, in collusion with certain creditors, wrongful interference with property once in the hands of the assignee, fraudulent preferences, or false statements, it will prevent him from obtaining the discharge.

Experience has shown that the easiest and cheapest method of obtaining a discharge, is by making a composition, for so many cents per dollar, with the creditors in person.

When a debtor is imprisoned for crime for any term less than his natural life, any creditor may petition for trustees to take charge of his estate. When he is released from prison, either by

the expiration of his sentence or by pardon, the trustees must surrender to him all his money and property in their hands, after retaining their expenses and lawful commissions.

Assignees or trustees of insolvent or imprisoned debtors may be appointed to fill vacancies by the officer who appointed the originals, or by his or their successors in office. All such appointments must be certified and filed in the office of the Clerk of the county.

Form of Letter of Credit.

ROME, NEW-YORK, *June* 15, 1860.

MESSRS. BALL, BLACK & CO.—*Gentlemen:* Please deliver to ANSON PHELPS, of *this place*, goods to any amount not exceeding *five thousand* dollars, and I will hold myself accountable to you for the payment of the same, in case Mr. PHELPS should fail to make payment therefor.

You will please to notify me of the amount for which you may give him credit; and if default should be made in the payment, let me know it immediately.

I am, gentlemen, your most ob't servant,

EDWIN HART.

Messrs. BALL, BLACK & Co.,
No. — *Broadway, New-York.*

Letter of License to an Embarrassed Debtor.

To all to whom these presents shall come, we, who have hereunto subscribed our names, and affixed our seals, creditors of I. B., of —— send greeting:

WHEREAS the said I. B., on the day of the date hereof, is indebted unto us, the several creditors hereunder named, in divers sums of money, which at present he is not able to pay and satisfy, without respite and time to be given him for payment thereof; know ye, therefore, that we, the said several creditors, and each and every of us, at the particular request of the said I. B., have given and granted, and, by these our present letters, do give and grant unto the said I. B., full and free liberty, license, power, and authority, to go about, attend, follow, and negotiate any affairs, business, matters, or things whatsoever, or at any place or places whatsoever, without any let, suit, trouble, arrest, attachment, or any other impediment to be offered or done unto the said I. B., his wares, goods, moneys, or other effects whatsoever, by us or any of us, or by the heirs, executors, administrators, partners, or assigns of us, or by our, or any of our, means of procurement, to be sought, attempted, or procured to be done, for and during —— months next, and im-

mediately ensuing the day of the date hereof. And further, we, the said creditors hereunder subscribed, do, and each of us doth, covenant and grant for ourselves, our heirs, executors, administrators, and assigns, respectively, and not jointly, or one for another, or for the heirs, executors, administrators, or assigns of each other, to and with the said I. B., that we, or any of us, our heirs, executors, administrators, or assigns, or any of them, shall not, nor will, during the time aforesaid, sue, arrest, attach, or prosecute the said I. B., for, or on account of our respective debts, or any part thereof; and that, if any hurt, trouble, wrong, damage, or hinderance be done unto the said I. B., either in body, goods or chattels, within the aforesaid term of —— next ensuing the date hereof, by us or any of us the said creditors, or by any person or persons, by or through the procurement or consent of us, or any of us, contrary to the true intent and meaning of these presents, then the said I. B., by virtue hereof, shall be discharged and acquitted forever, against such of us, the said creditors, his and their heirs, executors, administrators, or assigns, by whom and by whose will, means or procurement, he shall be arrested, attached, imprisoned, grieved or damaged, of all manner of actions, suits, deeds, debts, charges, sum and sums of money, claims and demands whatsoever, from the beginning of the world to the day of the date hereof.

In witness whereof we have hereunto set our hands and seals, this third day of April, one thousand eight hundred and sixty.

Signed, sealed, and delivered in presence of } J. L. [L. S.] C. K. [L. S.]

J. S

Letter of License and Composition with Creditors.

To all people to whom these presents shall come, we, whose names and seals are hereunder set, creditors of A. B., &c., send greeting:

WHEREAS the said A. B., at the day of the date of these presents, doth justly owe, and is indebted unto, the said several creditors hereunder written, in divers and several sums of money, but, by reason of many losses, he is unable to pay and satisfy us our full debts with such goods, chattels, wares and merchandise as he hath, which we, the said creditors, are unwilling to accept of, or any way to intermeddle with; and whereas, therefore, we, the said creditors have agreed to undergo a certain loss, and to accept of —— cents for every dollar owing by the said A. B. to us, the several and respective creditors whose names are hereunto subscribed, to be paid in full satisfaction and discharge of our said several and respective debts: Now know ye, that we, the said creditors of said A. B., do for ourselves severally and respectively, and for our several and respective executors, &c., covenant, promise, compound, and agree, to and with the said A. B., his executors and administrators, and to and with every of them, by these presents, that we

the said several and respective creditors, and our several and respective, &c., shall and will accept, receive, and take from the said A. B., for each and every dollar that the said A. B. doth owe and is indebted unto us, the said several and respective creditors whose hands are hereunto set, the sum of ——— cents, in full discharge and satisfaction of the several debts and sums of money that the said A. B. doth owe and is indebted unto us, the said creditors, &c., so that the said sum of ——— cents to be paid for each and every dollar that the said A. B. doth owe and is indebted unto us, the said creditors, be paid to us, the said several creditors, or to our several and respective executors, administrators, or assigns, within the term or space of six months next after the date hereof. And we, the said several creditors, do severally and respectively, for ourselves and our several and respective executors, administrators, and assigns, covenant, promise, and agree, to and with the said A. B., his heirs, &c., that he, the said A. B., his, &c., shall and may, from time to time, and at all times, within the said term and space of ——— next ensuing the date hereof, assign, sell, or otherwise dispose of his said goods and chattels, wares and merchandise, at his own free will and pleasure, for and toward the payment and satisfaction of the said ——— cents for each and every dollar that the said A. B. doth owe, and is indebted as aforesaid, unto us, the said creditors; and that neither we, the said, &c., or any of us, or the executors, administrators, or assigns of us, or any or either of us, shall or will, at any time or times hereafter, sue, arrest, molest, trouble, imprison, attach, or condemn the said A. B., or his goods and chattels, for any debt or other things now due and owing to us, or any of us, so that the said A. B. do well and truly pay, or cause to be paid, the said ——— cents for every dollar he doth owe and is indebted to us, the said, &c., in manner and form aforesaid.

In witness, &c., [*as in Letter of License to an Embarrassed Debtor.*]

Petition of Insolvent and his Creditors, under the Two Third Act

To the Hon. J. P. H., County Judge of —— County: [*or as the case may be.*]

The petition of A. B., of the town [*or* city] of ——, an insolvent debtor, and others, whose names are hereunto subscribed, creditors of the said insolvent, residing within the United States, respectfully showeth: That the said insolvent, from many unfortunate circumstances, has become insolvent, and utterly incompetent to the payment of his debts; wherefore he, and your other petitioners, are desirous that the said insolvent's estate should be distributed among his creditors, in discharge of their debts, so far as the same will extend; and for that purpose pray that all his estate, real and personal, may be assigned over and delivered up to J K., of &c

and L. M., of, &c., as assignees, appointed by the said creditors, having debts in good faith owing to them by the said insolvent, now due, or hereafter to become due, and amounting to at least two thirds of all the debts owing by the said insolvent, to creditors residing within the United States: and further, that the said insolvent may be discharged from his debts, agreeably to the direction of the statute of the State of New-York, concerning "Voluntary assignments, made pursuant to the application of an insolvent and his creditors."

Dated the —— day of ——, 18 A. B

E. F., $——
G. H., $——
A. T. & Co., $——

[*Insert the Amount due to each creditor, opposite the signature.*]

Affidavit of Residence of Petitioner.

I., C. D., do swear, that A. B., in the annexed petition named, is an inhabitant actually residing within the county of ——, and State of New-York. C. D.

Sworn to before me, the —— day of ——, 18—.

J. P. H., County Judge, [*or any officer authorized to take affidavits to be read in a court of record.*]

Affidavit of Creditor.

STATE OF NEW-YORK, —— COUNTY, *ss.*

E. F., of the said county, one of the petitioning creditors of A. B., an insolvent debtor, being duly sworn, doth depose and say, That the sum of —— dollars, lawful money of the United States, being the sum annexed to the name of this deponent, subscribed to the petition, is justly due to him from the said insolvent, on account, for [*or*, on a promissory note given for] goods, wares, and merchandise, sold and delivered by him to the said insolvent; [*or*, as the case may be; stating the nature of the demand—whether on written security or otherwise—and the general ground and consideration of the indebtedness;] and that neither he, nor any person to his use, hath received from the said insolvent, or any other person, payment of any demand, or any part thereof, in money, or in any way whatever, or any gift or reward whatsoever, upon any express or implied trust or confidence that he should become a petitioner for the said insolvent. E. F.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Affidavit of one of a Firm, who are Creditors.

STATE OF NEW-YORK, —— COUNTY, *ss.*

A. T., of the said county, partner of the firm or co-partnership of A. T. & Co., who, as one of the co-partners, and in their behalf, hath subscribed to the petition in the name or firm of their said co-partnership, as petitioning creditors of A. B., an insolvent debtor, being duly sworn, doth depose and say, That the sum of —— dollars, lawful money of the United States, being the sum annexed to the name of the said co-partnership subscribed to the petition, is justly due to them from the said insolvent, for [state the nature of the demand, whether owing on written security, or otherwise, with the general ground and consideration of the indebtedness:] and that neither he, nor any person to his or their use, hath received from the said insolvent, or any other person, payment of any part thereof, in money, or in any other way whatever, or any gift or reward whatsoever, upon any express or implied trust or confidence that he or they should become a petitioner or petitioners for the said insolvent.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Schedule of Petitioner.

THE Schedule of A. B., an insolvent, annexed to and delivered with his petition, to the Hon. D. W., Judge of the Court of ——, in the city of ——, and containing a full and true account of all the creditors of the said A. B., with the place of residence of each; the sum owing to each of them by the said insolvent; the nature of each debt, with the true cause and consideration thereof; and the place where the same accrued: [*Here insert Schedule.*]

Also a full and true inventory of all the estate, both real and personal, in law and equity, of the said A. B., an insolvent debtor; of the incumbrances existing thereon, and of all the books, vouchers, and securities relating thereto, as follows, to wit:

Ten acres of land, situate in, &c., subject to a certain mortgage given, &c.; twenty shares of the capital stock of the bank of ——, two horses, one carriage, one sofa, &c. &c. Dated the —— day of ——, 1860.

A. B.

Oath of an Insolvent.

I, A. B., do swear, that the account of my creditors and the inventory of my estate, which are annexed to my petition, and herewith delivered, are in all respects just and true; and that I have not at any time, or in any manner whatsoever, disposed of, or made over, any part of my estate, for the future benefit of myself and

family, or in order to defraud any of my creditors; and that I have in no instance created or acknowledged a debt, for a greater sum than I honestly and truly owed; and that I have not paid, secured to be paid, or in any way compounded with, any of my creditors, with a view fraudulently to obtain the prayer of my petition.

A. B.

Sworn, &c., [*as in affidavit of Residence of Petitioner.*]

Order for Creditors to show Cause, and for Publication.

ORDERED, That all the creditors of A. B., an insolvent debtor be required to show cause, if any they have, before me, on the —— day of —— next, at — o'clock in the ——noon, at my office, in the town of ——, why an assignment of the said insolvent's estate should not be made, and he be discharged from his debts, pursuant to the provisions of the statute for the discharge of an insolvent from his debts, notice for which is to be published for six [*or*, ten] weeks successively, in the State paper, and the newspaper printed in the county of ——, entitled the ——. Dated the —— day of ——, 1860.

D. P., Justice of the Supreme Court.

Notice to be Published.

NOTICE of application for the discharge of an insolvent from his debts, pursuant to the provisions of the third article of the first title of the fifth chapter of the second part of the Revised Statutes:

A. B., of the town of ——, in the county of ——, an insolvent debtor: [*or, if the applicant be a member of an insolvent firm, say:* A. B., of the city and county of New-York, an insolvent debtor, individually, or as one of the firm [*or*, late firm] of S. & T.:] Notice first published July 1, 1860. Creditors to appear before the Hon. J. P. H., County Judge of said county of ——, at his office in the town of ——, on the —— day of —— next, at ten o'clock in the forenoon, to show cause, if any they have, why an assignment should not be made of said insolvent's estate, and he be discharged from his debts.

Notice to be served on the Creditors

RESIDING IN THE UNITED STATES, WITH THE NOTICE OF THE ORDER TO SHOW CAUSE.

SIR: You will please take notice that the foregoing [*or*, the within] is a copy of a notice to show cause, before the Hon. J. P

H., County Judge of —— county, at the time and place therein specified, why I should not make an assignment of my estate, and be discharged from my debts, &c.

Dated the —— day of ——, 18—.

Yours, &c., A. B.

Proof of Service of Notice on Creditors residing in the United States.

STATE OF NEW-YORK, —— COUNTY, ss.

A. B., of said county, being duly sworn, says: That on the —— day of —— instant, [*or*, last past,] he served the notice, of which the annexed printed notice is a copy, on C. D., L. M., &c., &c., by delivering a copy of the same to each of them personally, [*or*, by depositing a copy of the same, properly folded and directed to each of them, at his usual place of residence, in the post-office at ——.]

[*Attach here a printed copy of the notice.*]

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Order for Assignment.

WHEREAS, A. B., of ——, in the county of ——, an insolvent debtor, did in conjunction with so many of his creditors residing within the United States as have debts in good faith owing to them by the said insolvent, amounting to at least two thirds of all the debts owing by him to creditors residing within the United States, present a petition to me, for the purpose of being discharged from his debts, pursuant to the provisions of the third article of the first title of the fifth chapter of the second part of the Revised Statutes; upon hearing which, it satisfactorily appeared to me that the said insolvent is justly and truly indebted to the petitioning creditors in the sums by them respectively mentioned in their affidavits annexed to the petition; that such sums amount in the aggregate to two thirds of all the debts owing by him at the time of his presenting his petition to creditors residing within the United States, and that he has honestly and fairly given a true account of his estate, and has in all things conformed to the matters required of him by the said article: I do, therefore, direct that an assignment be made by the said insolvent to J. K., of, &c., and L. M., of, &c., assignees nominated by the said creditors, of all his estate, both in law and equity, in possession, reversion, or remainder, excepting from the articles mentioned in his inventory, such articles of wearing apparel and bedding as are reasonably necessary for the said insolvent and his family to retain, and also his arms and accoutrements

Dated, &c., [*as in Order for Creditors to show Cause, &c.*]

Assignment.

KNOW all men by these presents, That I, A. B. having become insolvent, did, in conjunction with so many of my creditors, residing within the United States, whose debts, in good faith, amount to two thirds of all the debts owing by me to creditors residing within the United States, present a petition to the Hon. J. P. H., County Judge of —— county, [*or*, as the case may be,] praying for relief, pursuant to the provisions of the statute authorizing an insolvent debtor to be discharged from his debts; whereupon the said Judge ordered notice to be given to all my creditors to show cause, if any they had, before him, at a certain day and place, why the prayer of the petitioner should not be granted; which notice was duly published, and no good cause appearing to the contrary, he being satisfied that the proceedings were just and fair, and that I had in all things conformed to those matters required by the said statute, directed an assignment of all my estate to be made by me for the benefit of all my creditors. Now, therefore, know ye, that in conformity to the said direction, I have granted, released, assigned and set over, and by these presents do grant, release, assign and set over, unto J. K., of, &c., and L. M., of, &c., assignees nominated to receive the same, all my estate, real and personal, both in law and equity, in possession, reversion, or remainder, and all books, vouchers, and securities relating thereto, to hold the same unto the said assignees, to and for the use of all my creditors.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, in the year one thousand eight hundred and ——.

A. B. [L. S.]

Sealed and delivered in presence of
G. H.

Acknowledgment of Assignment.

STATE OF NEW-YORK, —— COUNTY, *ss.*

ON the —— day of ——, in the year one thousand eight hundred and ——, before me came A. B., to me known [*or*, proven to me by the oath of G. H., the subscribing witness to the above assignment,] to be the individual described in and who executed the above [*or*, said] assignment, and the said A. B. acknowledged that he executed the same.

S. T., Justice of the Peace.

Oath of Assignee.

I, L. M., having been appointed assignee of A. B., an insolvent debtor, do swear, that I will well and truly execute the trust by

that appointment reposed in me, according to the best of my skill and understanding.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Notice of Assignment, to be inserted Three Weeks.

PURSUANT to the provisions of the first title of the fifth chapter of the second part of the Revised Statutes, notice is hereby given, that the undersigned have been appointed assignees of A. B., an insolvent debtor. All persons indebted to the said debtor are required to render an account of all the debts and sums of money owing by them respectively to the said assignees, by the —— day of —— next, at the office of the said L. M., in the town of ——, and to pay the same; and all persons having in their pssession any property or effects of the said debtor, are required to deliver the same to us, by the day above specified. All the creditors of the said debtor are also required to deliver their respective accounts and demands to the said L. M., at his office as aforesaid, by the —— day of —— next.

Dated the —— day of ——, 18—.

J. K.
L. M.

Certificate of the Assignees.

WE do certify that A. B., an insolvent debtor, has this day granted, conveyed, assigned, and delivered to us, for the use and benefit of all his creditors, all his estate, real and personal, both in law and equity, in possession, reversion, or remainder, and all books, vouchers, and securities, relating to the same, except such articles of wearing apparel and bedding as are reasonable and necessary for the said insolvent and his family to retain, and also his arms and accoutrements.

In witness, &c., [*as in Assignment.*]

Affidavit of Execution of Certificate.

STATE OF NEW-YORK, —— COUNTY, *ss.*

R. F., of, &c., being duly sworn, deposes and says, that he did, on the —— day of —— last past, (*or*, instant,) see J. K., of, &c., and L. M., of, &c., to him personally known, sign and seal the within (*or*, annexed) certificate; and that he, this deponent, subscribed his name thereto as one of the subscribing witnesses. R. F

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Certificate of County Clerk that Assignment has been recorded.

STATE OF NEW-YORK, —— COUNTY, *ss.*

I, W. S., clerk of the county of ——, do hereby certify that the assignment made by A. B., an insolvent debtor, of all his estate both in law and equity, in possession, reversion, or remainder, (except as is excepted by the statute,) to J. K., of, &c., and L. M., of, &c., bearing date the -—— day of, &c., has been duly recorded in my office.

In testimony, &c. W S.

Discharge.

To all to whom these presents shall come or may concern:

I, J. P. H., county judge of —— county, [*or, as the case may be,*] send greeting: Whereas, A. B., of, &c., an insolvent debtor, residing within said county, did, in conjunction with so many of his creditors residing within the United States as have debts in good faith owing to them by the said insolvent, amounting to at least two thirds of all the debts owing by him to creditors residing within the United States, present a petition to me, praying that the estate of the said insolvent might be assigned for the benefit of his creditors, and he be discharged from his debts, pursuant to the provisions of the statute authorizing an insolvent debtor to be discharged from his debts; whereupon I ordered notice to be given to all the creditors of the said insolvent, to show cause, if any they had, before me, at a certain time and place, why an assignment of the said insolvent's estate should not be made, and he be discharged from his debts; proof of the publication whereof hath been duly made. And, whereas, it satisfactorily appearing to me that the doings on the part of the creditors were just and fair, and that the said insolvent has conformed in all things to those matters required of him by the said statute, I have directed an assignment to be made by the said insolvent of all his estate, real and personal, both in law and equity, in possession, reversion, or remainder, to J. K., of, &c., and L. M., of, &c., assignees nominated by the creditors to receive the same; and the said insolvent having, on the —— day of ——, made such assignment, and produced to me a certificate thereof, executed by the said assignees, and duly proved, and also a certificate of the clerk of this county, that such assignment is duly recorded in his office: Now, therefore, know ye that, by virtue of the power and authority in me vested, I do hereby discharge the said insolvent from all his debts, pursuant to the provisions of the said statute.

In witness whereof, I have hereunto set my hand and seal, the —— day of ——, in the year of our Lord one thousand eight hundred and sixty.

J P. H., County Judge, &c. [L. S.]

Petition under Non-Imprisonment Act, after Action commenced.

To the Hon. C. P. D., &c. [*or as the case may be.*]

The petition of A. B., of the town of ——, in the county of — -, respectfully showeth: That an action has been commenced against him in a court of record, in which, by the provisions of the act to abolish imprisonment for debt, and to punish fraudulent debtors, he cannot be arrested or imprisoned. Your petitioner, therefore, prays that his property may be assigned, and that he may have the benefit of the provisions of the said act; and, in conformity thereto, sets forth and states: That the said action is brought by C. D., in the Supreme Court of the State of New-York, and was commenced by summons, served upon the said petitioner on the —— day of —— last past, (*or*, instant,) and that the following is a just and true account of all his estate, real and personal, in law and equity, and of all the charges affecting the same, as the same exist at the time of preparing this petition, according to the best of his knowledge and belief, to wit: Real estate, [*describe the same, if any; if otherwise, say*, none:] Personal estate, one span of horses, &c., &c.: The charges affecting the same are as follows, to wit: a chattel mortgage, executed by the said A. B. to L. M., of, &c., on the —— day of ——, 1856, for the purpose of securing the payment of the sum of —— dollars, due and owing to the said L. M. by the said A. B.; his necessary wearing apparel, bedding and furniture, for himself and family, his arms and accoutrements, and other articles, exempt by law from execution, are as follows, to wit, [*specify the articles*:] and his tools, or instruments of his trade, necessary to the carrying on of the same, not exceeding twenty-five dollars in value, are as follows, to wit., [*specify the articles.*]

And your petitioner further states, that the following is a just and true account of the deeds, securities, books, and writings whatsoever, relating to the said estate, and the charges thereon, and the names and places of abode of the witnesses to such deeds, securities, and writings, according to the best of his knowledge and belief, to wit., [*state the details,*] and that there is no other account of any real estate, or personal estate, in law or equity, or any other charges affecting the same, as the same estate exists at the time of preparing this petition; nor any other deeds, securities, books, or writings, whatsoever, relating to the same; nor any other names, or places of abode, of any witnesses to such deeds, securities, or writings, so far set forth, as his knowledge extends concerning the same.

A. B., Defendant.

Dated the —— day of ——, 18—.

Affidavit of Petitioner.

TO BE ENDORSED ON THE PETITION.

I, the within named petitioner, do swear: That the within petition, and the account of my estate, and of the charges thereon, are in all respects just and true; and that I have not, at any time, or in any manner, disposed of or made over any part of my property, with a view to the future benefit of myself or my family, or with an intent to injure or defraud any of my creditors.

Sworn to, &c., [*as in Affidavit of Residence of Petitioner.*]

Notice of Presenting Petition.

SUPREME COURT.

C. D.
against
A. B.

SIR: Please to take notice, that the within is a true copy of a petition, with an account of my creditors, and an inventory of my estate thereunto annexed, which I intend to present to the Hon. J. P. H., &c., at his office in the town of ——, on the —— day of ——, 1856, at —— o'clock in the —— noon, or as soon thereafter as the same can be heard. Yours, &c., A. B., Defendant.

To C. D., [*or* L. T., attorney of] the plaintiff in the above suit.

Affidavit of Service of Notice.

SUPREME COURT.

C. D
against
A. B. } —— COUNTY, *ss.*

O. P., of the said county, being duly sworn, doth depose and say that on the —— day of —— last past, [*or*, instant,] he, this deponent, served C. D., of the town of ——, the plaintiff in this cause with a notice of the abovenamed defendant's intention of presenting the within petition to the Hon. J. P. H., &c., [*or, as the case may be,*] on the —— day of —— next, [*or*, instant,] at —— o'clock in the —— noon of the same day; and also, with a true copy of the account of the said defendant's estate, as within set forth, by delivering the said notice and account; [*state the manner of service, whether personal or otherwise;* and that the notice and account so delivered were signed by the above-named defendant in this cause.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

Order for Assignment.

WHEREAS, A. B. did, on the —— day of ——, 1856, present a petition to me, praying that his property might be assigned, and that he might have the benefit of the provisions of the act to abolish imprisonment for debt, and to punish fraudulent debtors; upon the hearing of which, I, being satisfied that the proceedings on the part of the petitioner are just and fair, and that he has conformed in all things to the provisions of the said act, do therefore order that an assignment of all his estate be made by him to M. P., of, &c., the assignee appointed by me to receive the same, excepting such articles as are by law exempt from execution.

Dated, &c., [*as in Order for Creditors to show Cause.*]

Assignment.

KNOW all men by these presents: That I, A. B., of, &c., did present a petition to the Hon. C. P. D., one of the Judges, &c., praying that my property might be assigned, and that I might have the benefit of the provisions of the act to abolish imprisonment for debt; whereupon, such proceedings were had, that the said Judge, after hearing the said petition, ordered that an assignment should be made by me of all my property, except such articles as were by law exempt from execution: Now, therefore, know ye, that in conformity to the said order, I have released, and by these presents do grant and assign all my estate, real and personal, both in law and equity, in possession, reversion, and remainder, and all books, vouchers, and securities, relating to the same, to M. P., of, &c., the assignee appointed to receive the same, except such articles as are by law exempt from execution.

Certificate of Assignment.

I DO hereby certify, that A. B. has this day made and delivered to me an assignment of all his property mentioned in the inventory accompanying his petition, pursuant to an order made by the Hon. C. P. D., one of the judges, &c., and that all the property specified in said inventory has been delivered to me.

In witness, &c., [*as in Certificate of the Assignees.*]

Discharge.

To all to whom these presents shall come:

I, C. P. D., one of the Judges, &c., send greeting: Whereas A. B. against whom an action has been commenced in a court of record

in which action, by the provisions of the act to abolish imprisonment for debt, and to punish fraudulent debtors, he cannot be arrested or imprisoned, did present a petition to me, praying that his property might be assigned, and that he might have the benefit of the said act; which petition contained an account of his creditors, and an inventory of his estate, verified by an affidavit thereunto annexed, subscribed by him, and duly sworn to before me. He also produced satisfactory proof that a copy of the said petition, account and inventory, had been served on the creditors in the said petition named, with notice of the time and place of presenting the same to me, as required by law; and I being satisfied, on hearing the petition, that the proceedings on the part of the petitioner were just and fair, and that he had conformed to the provisions of the said act, ordered that the said petitioner make an assignment of all his property, except such articles as are by law exempt from execution, to M. P., of, &c., the assignee appointed by me; and the said petitioner having made such assignment, and produced evidence that the assignment so made was recorded in the office of the clerk of this county, and also produced a certificate of the assignee that the property of the petitioner, specified in his inventory, had been delivered to the said assignee. Now, therefore, know ye, that by virtue of the power and authority in me vested, and in pursuance of the provisions of the said act, I do grant this discharge to exonerate the said petitioner from being proceeded against by any creditor entitled to a dividend of his estate.

Given under my hand and seal, the —— day of —— one thousand eight hundred and ——.

C. P. D., Judge of, &c

Affidavit

OF PERSONS APPLYING FOR THE APPOINTMENT OF TRUSTEES FOR ESTATE OF DEBTOR CONFINED FOR CRIME (TO ACCOMPANY THE COPY OF THE SENTENCE AND CERTIFICATE OF THE CLERK).

STATE OF NEW-YORK, —— COUNTY, *ss.*

A. B., of said county, being duly sworn, says, That C. D., the person named in the annexed [*or*, within] copy of sentence of conviction, is now actually imprisoned in the State prison at ——, [*or*, in the penitentiary of, &c.; *or*, in the county jail of the county of ——,] in the State of New-York, under, and in pursuance of the said sentence of conviction; and that the said C. D. is indebted to this deponent, [*or*, to L. M., of, &c.] in the sum of —— dollars, on account, [*or*, as the case may be,] for goods, wares and merchandise, sold and delivered to the said C. D.; by this deponent, [*or*, by the said L. M.;] and this deponent therefore makes application for the

appointment of trustees of the estate of the said C. D., according to the statute. A. B

Sworn, &c. [*as in Affidavit of Residence of Petitioner.*]

Appointment of Trustees, on the Foregoing Application.

By the Hon. D. P., one of the Justices of the Supreme Court of the State of New-York; [*or*, as the case may be]. Whereas A. B., a creditor [*or*, a relative] of C. D., [*or*, a relative of M. D., wife of C. D.,] a debtor confined for crime, did, on the —— day of —— last past, [*or*, instant,] make application to me for the appointment of Trustees to take charge of the estate of the said C. D.; and did also produce a copy of the sentence of conviction of the said C. D., duly certified by P. V., Esq., clerk of the court of [*specify the court before which the conviction was had,*] under his seal of office, by which said court of —— the said sentence of conviction was passed; together with an affidavit of the said A. B., that the said C. D. is actually imprisoned under the said sentence, and is indebted to the said A. B., [*or*, to L. M.,] of, &c., in the sum of —— dollars. Now, therefore, I, the said Justice as aforesaid, do, in pursuance of the authority to me given by the statute concerning "Attachments against debtors confined for crimes," appoint M. N. and O. P., two fit persons to be Trustees of the estate of the said C. D., with such powers concerning the estate of the said C. D. as are conferred by the said statute.

Given under my hand and seal, this —— day of, &c.

D. P. [L. S.]

Oath of Trustees of the Estates of Debtors.

We, M. N. and O. P., appointed Trustees of the estate of C. D., a debtor confined for crime, [*or, as the case may be,*] do swear, and each for himself doth swear, that he will well and truly execute the trust by his appointment reposed in him, according to the best of his skill and understanding. M. N.

O. P.

Sworn, &c., [*as in Affidavit of Residence of Petitioner.*]

NOTES AND BILLS OF EXCHANGE.

The party who makes or signs a note is called the *drawer;* the party who endorses it, the *endorser;* the party to whom it is made

payable, the *payee;* the party holding it at the time of its maturity, the *holder.*

The words "value received," though usually inserted, are not legally indispensable, as value is implied in every note, bill, acceptance, and endorsement.

In the States of Pennsylvania and New-Jersey, the words, 'without defalcation or discount," must be inserted after the words, 'for value received." In Missouri, the words, "negotiable and payable, without defalcation or discount," must be added to the words, "for value received."

Notes bear interest only when it is so stated; but, after maturity, all notes bear legal interest. When a note is payable on demand, interest can alone be charged after the demand has been made. When it is improbable that a note payable on demand will be paid when due, it should be made payable one day after date, with interest.

The holder of a note made payable to order, may sue in his own name.

A note made payable to John Smith, or *bearer*, need not be endorsed. Its delivery is a sufficient guarantee of title. If the holder's title to it is questioned by the drawer, he has only to show in court that he obtained it for a fair consideration. If negotiated, or made use of, *after* maturity, it is subject to any set-off the drawer may have against the payee.

A promissory note given by a minor, even for necessaries, is void.

If a note is made payable to a firm, the signatures of the firm is a sufficient endorsement. But if it be made payable to two or more persons not co-partners, it is not negotiable without the endorsement of each.

No note is payable till the third day after the day expressed for its payment. These three days are called "days of grace," and if payment is not made, no suit can be begun till they have expired. Notes payable "on demand" are not entitled to grace. An *endorsed* note, payable on demand, must be presented within a reasonable time—say within three months.

A person becoming surety on a note, is liable as an endorser.

An endorser may waive demand and notice of a note before its maturity, without any consideration for such notice.

When a note falls due on Sunday, or on any leading holiday when general business is suspended—Fourth of July, Thanksgiving, Christmas, or New Year's, for instance—demand for its payment must be made on Saturday, or the day preceding the holiday. The demand must be made at the place of business of the maker, within business hours, or at the specified place of payment should he have no place of business then at his dwelling-house. When the maker has absconded, no notice is necessary.

The endorser of an accommodation note is a surety for the maker, and is liable for the costs of collection brought against such maker or endorser.

If the payee of a note wishes to pay it away to another without being responsible for its payment, he may endorse it with the following words: "Pay to John Smith, without recourse upon me;" or, "Pay to John Smith, at his risk;" or, "Pay to John Smith, without recourse."

If a party takes a note after it is due, he takes it at his own risk, as it is then subject to every defence against its payment that the drawer or endorsers had against it before it was negotiated.

Any promise to pay, without specifying the time of payment, is equal in law to a promise to pay on demand.

A note promising to pay, "so soon as circumstances will permit," is not a promissory note.

A paper is of no value where the acceptor draws it up and then writes across it his acceptance, leaving a blank for the drawer to sign his name. Such a paper is neither a bill, note, order, or security for the payment of money.

In many States, the making of a promissory note on Sunday renders it worthless.

The altering of a note, in any manner, by the holder, makes it void.

A note written thus: "I, Henry Mansfield, promise to pay John Jenkins, or order, one hundred dollars, value received," is good without further signing. Such notes, however, being different from the customary forms, would be deemed imperfect, by men generally, and would be found difficult to negotiate.

A note like the following is not a promissory note:

"Two years from date, for value received, I promise to pay A. B. or bearer, one hundred dollars with use. Said A. B. agrees that if I pay him fifty dollars on or before the first day of January 1860, it shall cancel this note."

Demand of payment for a note must be made of the maker the day when it is due; if not paid, notice must immediately be given to the endorsers; otherwise they will be released of their liability. If the note be made payable at a bank or other place, demand must be made at the place where it is made payable. If payment is refused, notice to that effect must be served without delay upon the maker and each of the endorsers. This notice may be given by any person competent to serve it, but Notaries Public are usually employed for that purpose. When payment of a note is refused, it is called dishonored. No particular form of words is necessary in a notice; all that is requisite is to apprise the party or parties of the fact that the note has been dishonored. The usual form of a notice of protest will be found below.

Notice by mail to an endorser, residing at a distance from the bank or place where the note is payable, is sufficient to hold him for its payment, in case the notice be sent on the last day of grace—that is, the day on which the note was dishonored.

The same laws that apply to notes, apply also to bills of exchange.

Note with Surety.

$100. NEW-YORK, April 12, 1860.

SIX months after date, I promise to pay John Jones, or order one hundred dollars, value received. WM. JENKINS.

J. G. WELLS, Surety.

An Unnegotiable Note.

$1000. NEW-YORK, April 10, 1860.

THREE months after date, I promise to pay John Jones one thousand dollars, for value received. ADAM CLARKE.

A Negotiable Note.

$1000. NEW-YORK, April 19, 1860.

THREE months after date, I promise to pay John Jones, or order one thousand dollars, for value received. ADAM CLARKE

A Note, or Due Bill, payable on Demand.

$100. CINCINNATI, (O.,) April 14, 1860.

ON demand, I promise to pay Charles Howard, or order, one hundred dollars, for value received.

THOMAS MANSFIELD, 116 Main-street.

A Note bearing Interest.

$100. MILWAUKIE, (Wis.,) May 1, 1860.

SIX months after date, I promise to pay Edward Robinson, or order, one hundred dollars, with interest, for value received.

SAMUEL LELAND.

A Note payable by Instalments.

$3000. PHILADELPHIA, (Pa.,) April 8, 1860.

FOR value received, I promise to pay Jones & Williams, or order, three thousand dollars, in the manner following, viz.: one thousand dollars in one year, one thousand dollars in two years, and one thousand dollars in three years, with interest on all said sums, payable semi-annually, without defalcation or discount.

DAVID MILLER, 108 Arch-street

Sealed Note.

$5000. PHILADELPHIA, (Pa.,) April 8, 1860.

FOR value received, I promise to pay Jones & Williams, or order, five thousand dollars, in three years from the date hereof, with interest, payable semi-annually, without defalcation, or discount. And in case of default of my payment of the interest or principal aforesaid with punctuality, I hereby empower any attorney at law, to be appointed by said Jones & Williams, or their assigns, to appear in any court which said Jones & Williams, or their assigns, may select, and commence or prosecute a suit against me on said note, to confess judgment for all and every part of the interest or principal on said note, in the payment of which I may be delinquent.

Witness my hand and seal, this 8th day of April, A. D., 1860.

EDGAR MORSE. [SEAL.]

Attest, JOHN SMITH.

Due Bill, payable in Goods.

DUE John Jones, or bearer, fifty dollars in merchandise, for value received, payable on demand. WM. JENKINS.
NEW-YORK, May 3, 1860.

Order for Goods.

MR. J. SWEET: NEW-YORK, April 12, 1860.
PLEASE pay John Jones, or order, one hundred dollars in merchandise, and charge the same to account of WM. JENKINS.

Bill of Exchange.

$1000. BOSTON, (Mass.) April 5, 1860.
THIRTY days after sight, pay to the order of Messrs. John Smith & Co. one thousand dollars, and charge the same to account of
JAMES FOX.
To Messrs. WILSON & ROBERTS, New-York.

A Set of Bills of Exchange.

No. 188.—Ex. £300. NEW-YORK, April 3, 1860.
THREE days after sight of this, my first of exchange, (second and third unpaid,) pay to Charles Wignell, or order, three hundred pounds sterling, value received, and charge the same to account of
JOHN SMITH.

No. 188.—Ex. £300. NEW-YORK, April 3, 1830.
THREE days after sight of this, my second of exchange, (first and third unpaid,) pay to Charles Wignell, or order, three hundred pounds sterling, value received, and charge the same to account of
JOHN SMITH.

No. 188.—Ex. £300. NEW-YORK, April 3, 1860.
THREE days after sight of this, my third of exchange, (first and second unpaid,) pay to Charles Wignell, or order, three hundred pounds sterling, value received, and charge the same to account of
JOHN SMITH.

Money Order.

MR. JACOB SWEET: NEW-YORK, April 12, 1860.
PLEASE pay John Jones, or order, one hundred dollars, and charge the same to account of WM. JENKINS

Protest of a Bill of Exchange.

UNITED STATES OF AMERICA, STATE OF NEW-YORK, *ss.*

ON the —— day of ——, in the year of our Lord one thousand eight hundred and ——, at the request of Mr. A. B., of ——, I, J. T., a Notary Public, duly admitted and sworn, dwelling in the city of New York, did present the original bill of exchange, a copy of which is hereunto annexed, at the shop of W. D., the acceptor thereof, in the city of New York, to a man there attending, and demanded payment of the same, which was refused, the said man replying, that Mr. D. was not in, and he could not pay it: Whereupon, I, the said Notary, at the request aforesaid, did protest, and by these presents do publicly and solemnly protest, as well against the acceptor of the said bill of exchange, as against all others whom it doth or may concern, for exchange, re-exchange, and all costs, damages, and interest, already incurred, and to be hereafter incurred, for want of non-payment of the said bill of exchange.

Thus done and protested in the city of New York aforesaid, in the presence of John Doe and Richard Roe, witnesses.

In testimonium veritatis.

[L. S.] J. T., Notary Public.

Notice of Non-payment.

TO BE GIVEN TO THE DRAWER AND ENDORSERS.

NEW-YORK, Feb. 15, 1860.

PLEASE to take notice, that a certain bill of exchange, dated ——, for $1000, drawn by ——, on and accepted by ——, of ——, and by you endorsed, was this day protested for non-payment, and the holders look to you for the payment thereof. Yours, &c.,

To Mr. A. B. J. T., Notary Public.

RECEIPTS AND RELEASES.

A RECEIPT in full, though admitted to be strong evidence, is by no means legally conclusive. If the party signing it can show an error or mistake, it will be admitted in his favor.

Receipts for money will be held open to examination, and the party holding the receipt must abide by the results of such examination; the great aim of law being to administer strict justice.

A release must be given over a seal. A release from all *demands* extinguishes all possible causes and rights of action, and leaves no room for subsequent quibbling.

A release of one of many equally wrong-doers, generally releases all. This, of course, does not apply to such of the parties as covenant to remain liable. A release of one of several joint obligors, releases all.

An agreement not to sue two joint debtors is a release to both, but an agreement not to sue one, will not serve as a release to either

Inasmuch as a receipt in full, in the ordinary form, still leaves room to a tricky or unprincipled creditor to harrass and annoy a debtor, it would be well, in all such cases, for the latter to obtain a sealed release, like that under the head of *Release of all Demands* or that under the caption of *Special Release.*

Receipt in Full of all Demands.

$500 NEW-YORK, March 15, 1860.

RECEIVED of John Smith five hundred dollars, in full of all demands against him. WM. JONES.

Receipt on Account.

$100 NEW-YORK, March 15, 1860.

RECEIVED of John Smith one hundred dollars, to apply on account. WM. JONES.

Receipt for Money paid for another.

$100 NEW-YORK, March 15, 1860.

RECEIVED of J. G. Wells one hundred dollars, in full of all demands against John Smith. WM. JONES.

Release of all Demands.

KNOW all men by these presents, that I, Wm. Jones, of New York, for and in consideration of the sum of two hundred dollars, to me in hand paid by John Smith, of said city, have remised, released, and forever discharged the said John Smith from all claims of every kind, nature, and character soever against him, from the beginning of the world to this day. As witness my hand and seal, this 15th day of March, one thousand eight hundred and sixty. WM. JONES

Special Release.

KNOW all men by these presents, that I, Wm. Jones, of New-York, for and in consideration of the sum of one hundred dollars to me in hand paid, by John Smith, of said city, have remised, released, and forever discharged, and by these presents do, for myself, my heirs, executors, administrators, and assigns, remise, release, and forever discharge, the said John Smith, his heirs, executors, and administrators, of and from all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, claims and demands whatsoever, in law or in equity, which I ever had, or now have, or which I or my heirs, executors, administrators, o rassigns, hereafter can, shall, or may have, by reason of any matter, cause, or thing, whatever, from the beginning of the world to this day, arising out of any dealings or transactions between myself and the said John Smith, at my store in the city of New-York. As witness, &c., [*as in Release of all Demands.*]

Release made in Pursuance of an Award.

KNOW all men by these presents, that I, A. B., of, &c., in the county of, &c., have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto C. D., of, &c., in the said county, his heirs, executors, and administrators, all actions, cause and causes of action, judgments, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the ——— day of ——— last, save and except my right to redeem a certain farm now in mortgage to the said C. D., at the time, under the terms, and in the manner prescribed in and by a certain award, made the ——— day of ———, in the year ———, by E. F., of, &c., on a reference to him of all disputes between me and the said C. D.

As witness, &c., [*as in Release of all Demands.*]

Mutual General Release by Indenture.

THIS Indenture, made this ——— day of ———, between A, B., of, &c., of the one part, and C. D., of, &c., of the other, *witnesseth:* That on the day hereof, the said A. B. and C. D. have each paid to the other the sum of five dollars; and each of them has cancelled and delivered up to the other certain covenants, bonds notes of hand, and written contracts, upon which each of the parties claimed, and pretended to have divers claims and demands on

the other; the said claims and contracts, so cancelled and deliv ered up, being supposed and intended to be all the claims and evidence of claim by each of the parties hereto on the other. And in consideration thereof, each of them, the said A. B. and C. D., does hereby, for himself and his legal representatives, release, and absolutely and forever discharge the other, of and from all claims and demands, actions, and causes of action, of every name and nature, so that neither of them shall have any claim on the other, directly or indirectly, on any contract, or supposed liability, or thing undertaken, done, or omitted to be done, from the beginning of the world to this day.

As witness, &c., [*as in Release of all Demands.*]

Release to a Guardian.

KNOW all men, &c., that A. B., &c., son and heir of B. B., deceased, hath remised, released, and forever quit-claimed, and by these presents doth remise, &c., unto C. D., of ——, his guardian, all, and all manner of action, actions, suits, reckonings, accounts, debts, dues, and demands whatsoever, which he, the said A. B., ever had, now hath, or which he, his executors or administrators, at any time hereafter can or may have, claim, or demand, against the said C. D., his executors or administrators, for, touching, and concerning the management and disposition of any of the lands, tenements, and hereditaments of the said A. B., situate, &c., or any part thereof, or for or by reason of any moneys, rents, or profits by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter, cause, or thing whatsoever, relating thereto, from the beginning of the world to the day of the date hereof.

As witness, &c., [*as in Release of all Demands.*]

Release of a Proviso or Condition.

KNOW all men, &c., that I, A. B., of ——, for divers good considerations me hereunto moving, have remised, released, and quit-claimed, and by these presents, for me, my executors, administrators, and assigns, do, &c., unto L. M., of ——, his heirs, executors, administrators, and assigns, as well one proviso or condition, and all and every the sum and sums of money specified in the same proviso or condition, contained or comprised in one pair of indentures, of, &c., bearing date, &c., made between me, the said A. B of the one part, and the said L. M., of the other part, and also all and all manner of actions and suits, cause and causes of action and suits, for or concerning the said proviso or condition.

As witness, &c. [*as in Release of all Demands.*]

Release of a Trust.

To all, &c., A. B., &c., sendeth greeting:

Whereas, by indenture bearing date ——, made between, &c., [*here recite the deed,*] in which said indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of ——: Now know ye, that I, the said A. B., in discharge of the trust reposed in me, at the request of the said C. D., have remised, released, and surrendered, assigned, and set over, and by these presents, for me, my executors and administrators, do freely and absolutely remise, &c., unto the said C. D., his executors, &c., all the estate, right, title, interest, use, benefit, privilege, and demand whatsoever, which I, the said A. B., have, or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said indenture contained, mentioned, and expressed; so that neither I, the said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge, or demand, any interest, &c., or other thing, in any manner whatsoever, by reason or means of the said indenture, or any covenant therein contained, but thereof and therefrom, and from all actions, suits, and demands, which I, my executors, administrators, or assigns, may have concerning the same, shall be utterly excluded and forever debarred by these presents.

As witness &c. [*as in Release of all Demands.*]

Release of Dower to the Heir.

Know all men, &c., that I, A. B., &c., relict of B. B., late, &c., as well for and in consideration of, &c., to me paid, at or before, &c., by my son, J. B., &c., (the receipt whereof I do hereby acknowledge,) and for the love and affection which I have to my said son, have granted, remised, released, and forever quit-claimed, and by these presents do, &c., unto the said J. B., his heirs and assigns forever, all the dower and thirds, right and title of dower and thirds, and all other right, title, interest, property, claim, and demand whatsoever, in law and in equity, of me, the said A. B., of, in, and to; [*a description of certain parcel of land, &c., and how it descended to A. B. and B.;*] so that neither I, the said A. B., my heirs, executors, or administrators, nor any other person or persons, for me, them, or any of them, shall have, claim, challenge, or demand, or pretend to have, &c., any dower or thirds, or any other right, title, claim, or demand, of, in, or to the said premises, but thereof and therefrom shall be utterly debarred and excluded forever by these presents.

As witness, &c., [*as in Release of all Demands.*]

Release from a Legatee upon his coming to Age.

KNOW all men by these presents, that whereas A. B., of —— made his last will and testament in writing, bearing date ——, and, among other legacies therein contained, did give and bequeath unto me, C. D., of ——, his son, the annual sum of ——, to be paid to me quarterly, until I should attain the age of one-and-twenty years; and of his will constituted E. F. and G. H. joint executors, as in and by the said will may appear: and whereas the said E. F and G. H. did jointly accept of the said executorship and trust, and I, the said C. D., have attained my said age of twenty-one years: and whereas the said E. F. and G. H. have made up an account with me, the said C. D., of all moneys received and paid by the said E. F. and G. H., and all transactions in pursuance of the said executorship and trust, and have not only paid me, the said C. D., the balance of such accounts, but also delivered unto me all the writings and papers belonging to the estate of the said deceased A. B.: Now know ye, that I, the said C. D., being fully satisfied in the premises, have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said E. F. and G. H., and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money, by them had and received in pursuance of the said trust, or by means of their being executors to the said A. B. as aforesaid; and also of and from all other reckonings, accounts, and demands whatsoever, from the beginning of the world to the day of the date of these presents.

As witness, &c., [*as in Release of all Demands.*]

ARBITRATIONS AND AWARDS.

THE act by which two or more parties refer a matter in dispute to the decision of third parties, is called *submission;* the parties to whom the matter is referred, *arbitrators;* and their decision, an *award.*

A verbal decision is valid; but an award, made upon such submission, can be enforced only by a suit, while a submission in writing authorizes the entry of a judgment in accordance with the tenor of the award.

Submissions, written and verbal, may be revoked by either of the disputants, at any time prior to the rendering of the award. But the party revoking is liable to the opposing party for all costs and damages incurred in preparing for the arbitration.

The award, to be good, must not embrace any matter not compre

hended in the submission. The award must comprehend every item or thing submitted. It must not be of a thing unreasonable nor against law, nor morally or physically impossible to the party, and it must also be certain—that is, capable of being reduced to certainty—advantageous, mutual, and final.

Arbitrators are authorized by custom, but not by law, to charge the same fees allowed to referees appointed by a court of record, viz.: three dollars per day each, for each day necessarily spent in bringing the case to a settlement; the money to be paid when they bring in their award or report. The parties are at liberty, however, to agree at the outset, in writing, upon a specified compensation.

Common Bond of Arbitration.

KNOW all men by these presents, that I, A. B., of the town of ——, in the county of ——, gentleman, am held and firmly bound to C. D., of the city of ——, merchant, in the sum of $500, of good and lawful money of the United States, to be paid to the said C. D., or to his certain attorney, executors, and administrators, or assigns, for which payment, to be well and faithfully made, I bind myself, my heirs, executors, and administrators, firmly, by these presents. Sealed with my seal; dated the ——.

The condition of this obligation is such, that if the above bounden A. B., his heirs, executors, and administrators, on his or their parts and behalves, shall, and do, in all things, well and truly stand to, obey, abide by, perform, fulfil, and keep the award, order, arbitrament, and final determination of M. N., O. P., and Q. R., of, &c., arbitrators, indifferently elected and named, as well on the part and behalf of the above bounden A. B. as of the above named C. D., to arbitrate, award, order, judge, and determine, of, and concerning all, and all manner of action and actions, cause, and causes of actions, suits, bills, bonds, specialities, judgments, executions, quarrels, controversies, trespasses, damages and demands whatsoever, at any time heretofore had, made, moved, brought, commenced, sued, prosecuted, done suffered, committed, or depending by and between the said parties, so as the said award be made in writing, under the hands of the said M. N., O. P., and Q. R., or any two of them, and ready to be delivered to the said parties in difference, or such of them as shall desire the same, on or before the —— day of ——, then this obligation to be void, or else to remain in full force.

[If it is intended to have a judgment entered on an award, and to give power to a court of record to modify or vacate the award

according to the statute, the following clause must be added at the end of the condition, as follows:]

And it is hereby agreed, that a judgment of the Supreme Court of Judicature of the People of the State of ——, shall be rendered upon the award to be made pursuant to the above submission.

Arbitrator's Oath.

TO BE ADMINISTERED BY A JUDGE OF A COURT OF RECORD OR A JUSTICE OF THE PEACE.

You do severally swear, faithfully and fairly to hear and examine the matters in controversy between A. B., of the one part, and C. D., of the other part, and to make a just award according to the best of your understanding.

Subpœna to appear before Arbitrators.

THE People of the State of ——, to S. T., U. V., and W. Y. You, and each of you, are commanded personally to appear and attend at the house of ——, in the town of ——, and in the county of ——, on the —— day of ——, in the year ——, at ten o'clock in the forenoon of that day, before M. N., O. P. and D. R., arbitrators chosen to determine a controversy between A. B. and C. D., then and there to testify as a witness in relation thereto, before said arbitrators, on the part of the said A. B. Hereof fail not at your peril. Given under my hand, this —— day of ——, in the year ——.

R. S., Justice of the Peace

Award of Arbitration.

To all to whom these presents shall come, A. A., of ——, C. C., of ——, and D. D., of ——, send greeting:

WHEREAS, divers suits, disputes, controversies, and differences have happened and arisen, and are now depending, between E. E., of ——, and F. F., of ——, for pacifying, composing, and ending whereof, the said E. E. and F. F. have bound themselves each to the other, in the penal sum of $500, by several bonds or obligations, bearing date —— last past, before the date hereof, with condition thereunder written, to stand to, obey, abide, perform, and keep the award, order, arbitrament, final end and determination of the said A. A., C. C., and D. D., arbitrators indifferently named, elected, and chosen, as well on the part and behalf of the said E. E., as of the said F. F., to arbitrate, award, adjudge, and determine, of and concerning all, and all manner of action and actions, cause and causes of actions, suits, bills, bonds, judgments, execu

tions, quarrels, controversies, trespasses, damages, and demands, whatsoever, at any time or times theretofore had, made, commenced, sued, prosecuted, or depending, by or between the said parties, or either of them, so as the said award should be made in writing, under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties, or such of them as should require the same, on or before the —— day of this instant, ——, as by the said obligations and conditions thereof it doth and may appear: Now know ye, that the said A. A., C. C., and D. D., taking upon them the charge and burden of the said award, and having deliberately heard the allegations and proofs of both the said parties, do, by these presents, arbitrate, award, order, decree, and adjudge, of and concerning the premises, in manner and form following; that is to say:

First, they do award, order, decree, and adjudge, that the said F. F., or his heirs, shall and do, on or before the —— day of —— next ensuing the date hereof, make and execute a good and sufficient conveyance of his interest, as lessee for years, of a certain farm in the possession of the said F. F., situate ——, pursuant and according to the true intent and meaning of certain articles of agreement, bearing date on or about the —— day of ——, and made between the said F. F., of the one part, and the said E. E., of the other part, or as near the same as the present circumstances will admit.

And also, the said arbitrators do further award, decree, and adjudge, that the said F. F., his executors or administrators, shall and do, on or before the —— day of —— next ensuing the date hereof, pay, or cause to be paid, unto the said E. E., his executors or administrators, at, or in the now dwelling-house of the said E. E., in —— aforesaid, the sum of fifty dollars, in full payment, discharge, and satisfaction, of and for all moneys, debts, duties, due or owing unto the said E. E., by the said F. F., upon any account whatsoever, at any time before their entering into the said bonds of arbitration, as aforesaid.

And also, the said arbitrators do hereby further award, order decree, and adjudge, that all actions and suits commenced, brought, or depending between the said E. E. and F. F., for any matter, cause, or thing whatsoever, arising or happening at the time of, or before their entering into the said bonds of arbitration, shall, from henceforth, cease and determine, and be no further prosecuted or proceeded in by them, or either of them, or by their, or either of their means, consent, or procurement.

And lastly, the said arbitrators do hereby further award, order, adjudge, and decree, that the said E. E. and F. F. shall and do, within the space of two days next ensuing the date of this present award, seal and execute unto each other mutual and general releases of all actions, cause and causes of actions, suits, contro-

verdicts, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of the said bonds of arbitration, as aforesaid.

In testimony, &c., [*as in Certificate of Magistrate, &c.*]

APPOINTMENTS.

Appointment of a Guardian by a Minor.

KNOW all men by these presents, that I, A. B., of ——, son and heir of W. B., late of ——, deceased, being above the age of fourteen years, namely, about the age of seventeen years, have nominated, elected, and chosen, and by these presents do, &c., C. D., of ——, to be guardian, as well of my person as of my real and personal estate, until I shall attain the age of twenty-one years, &c.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, in the year one thousand eight hundred and sixty.

A. B. [SEAL.]

AFFIDAVITS.

Common Form of Affidavit.

COM. MASS. SUFFOLK CO., *ss.* BOSTON, May 1, 1860.

THEN the above named A. B. personally appeared, and made oath [*or*, solemnly affirmed] that the foregoing declaration, by him subscribed, is true Before me, J. S., Justice of the Peace.

Affidavit to hold to Bail.

A B., of ——, in —— county, merchant, on oath declares, that he has a demand against the within named C. B., upon the cause of action stated in the within writ, which he believes to be justly due, and upon which he expects that he will recover ten dollars or upward; and that he has reasonable cause to believe that said C D. is about to depart beyond the jurisdiction of the court to which said writ is returnable, and not to return until after judgment may probably be recovered in said suit, so that he cannot be arrested on the first execution (if any) which may issue in said suit.

A. B.

Subscribed and sworn to, this first day of January, A. D. 1860.

Before me, J. S., Justice of the Peace.

The same, by an Agent or Attorney.

COM. MASS. SUFFOLK, *ss.*

A. B., of Boston, in said county, merchant, agent (*or* attorney) of C. D., of the city, county, and state of New-York, merchant, on oath declares, that the said C. D. has a demand against the within-named E. F. upon the cause of action stated in the within writ, which this deponent believes to be justly due, and upon which he expects that the said C. D. will recover ten dollars or upwards; and that this deponent has reasonable cause to believe that said E. F. is about to depart beyond the jurisdiction of the court to which said writ is returnable, and not to return till after judgment may probably be recovered in said suit, so that he cannot be arrested on the first execution (if any) which may issue in said suit.

A. B.

Subscribed, &c., [*as in Affidavit to hold to Bail.*]

Affidavit by a Party in a Cause,

TO PROVE A FACT IN COURT.

I, A. B., plaintiff in the above-entitled cause, on oath depose and say, that the original paper, of which a copy has been produced, was in my possession on or about the first day of July last, since which time I have not seen the same, and I suppose and believe it to have been lost.

Subscribed, &c., [*as in Affidavit to hold to Bail.*]

ASSIGNMENTS.

AN assignment is valid only when made in good faith. Any party interested in testing its validity, can do so in an action; if it can be shown before a jury that the assignment was made to evade debts due to creditors, they will set it aside; if such fraud cannot be proved, then it will stand.

An assignment by a debtor for the benefit of his creditors must be unconditional surrender of all his effects. If he secretly hold back any property, such withholding is fraudulent, and punishable by statute.

An insolvent debtor has the right to prefer one creditor to the exclusion of all others, in case it be done in good faith. This right remains with him even after suit has been commenced against him by another creditor.

An assignment by an insolvent debtor in trust to pay certain creditors, who are to transfer the residue to the debtor, is void as to the remaining creditors; and evidence that there would be no surplus, will not render it valid.

An assignment authorizing the assignee to change, at discretion, the order of preference of creditors is void.

All assignments for the benefit of creditors must be accompanied by immediate delivery of the property.

Trustees and assignees are entitled to the same compensation that is allowed to executors, administrators, and guardians.

Assignments, and assignments of mortgages, must be acknowledged and recorded, like all other conveyances of property.

General Form of Assignment,

TO BE WRITTEN OR ENDORSED ON THE BACK OF ANY INSTRUMENT

KNOW all men by these presents, that I, the within-named A. B., in consideration of one hundred dollars to me paid by C. D., have assigned to the said C. D., and his assigns, all my interest in the within written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C. D., my attorney, in my name, but to his own use, and at his own risk and cost, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

In testimony whereof, I have hereunto set my hand and seal, this tenth day of May, one thousand eight hundred and sixty.

Executed and delivered in the presence of } A. B. [SEAL.]

Assignment of Partnership Property and Debts,

BY ONE PARTNER TO ANOTHER, IN TRUST, TO CLOSE THE CONCERN.

WHEREAS, a co-partnership has heretofore existed between D. H. and A. B., both of the city of Boston, which co-partnership has been known under the name of H. and B., and which it is the intention of the said co-partners forthwith to dissolve and determine:

Now, this indenture of two parts, made this —— day of ——, in the year ——, by and between the said D. H., of the one part, and the said A. B., of the other part, witnesseth:

First. That the co-partnership aforesaid, is hereby, by the mutual consent of the said parties, dissolved and determined.

Second, The said D. H doth hereby sell, transfer, assign and set over unto the said A. B., his moiety of all the stock in trade, goods, merchandise, effects, and property of every description belonging to or owned by the said co-partnership, wherever the same may be, together with all debts, cases in action, and sums of money due and owing to the said firm from any and all persons whomsoever to hold the same to the said A. B. and his assigns forever, in trust for the following purposes, namely: that the said A. B. shall sell and dispose of all the goods, property, and effects belonging to the said firm, at such time and in such manner as he may think prudent; and shall, with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said D. H. or his assigns.

Third. The said D. H. doth hereby constitute and appoint the said A. B. his attorney irrevocable, in his, the said A. B.'s own name, or in the name of the said firm, to demand, collect, sue for and receive any and all debts and sums of money due and owing to the said firm; to institute and prosecute any suits for the recovery of the said debts, or to compound the same, as he may judge most expedient; to defend any and all suits against the said firm; to execute all such paper writings and acquittances as may be necessary; and generally to do all such acts and things as may be necessary or proper for the full and complete settlement of all business and concerns of the said co-partnership.

Fourth. The said A. B., for himself and his heirs, executors, and administrators, hereby covenants to and with the said D. H. and his assigns, that he will sell and dispose of all the partnership property and effects to the best advantage; that he will use his best diligence and endeavors to collect all debts and sums of money due and owing to the said firm; and that he will truly and faithfully apply the proceeds of said sale, and the moneys collected, to the payment, discharge, and satisfaction of all debts and demands against the said firm, as far as the same will go; and, after discharging all such debts, will pay over to the said D. H., or his assigns, one moiety of any surplus that may remain; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold, or debts collected; as well as of moneys paid out, and will render a just, true, and full account therefor to the said D. H.

Fifth. The said D. H., for himself, &c., covenants to and with the said A. B., &c., that, upon settlement of accounts if it shall be

found that the debts due and owing from the said firm exceed the amount of moneys received from the sale of the said goods, and the debts collected, he will pay unto the said A. B., or his assigns, one moiety of any balance that may then be due and owing from the said firm.

In testimony whereof, &c., [*as in General Form of Assignment.*]

Assignment of Partnership Property and Debts by one Partner to Another for a Certain Sum.

THIS Indenture of two parts, made and concluded this —— day of ——, in the year of ——, by and between D. H., of New-York, printer, of the first part, and J. B., of New-York, printer, of the second part, witnesseth:

That, whereas, the said parties were lately co-partners in the business of printing, which partnership was dissolved and determined on the —— day of —— last; and whereas many debts, due and owing to the said parties on account of their said co-partnership, are still outstanding, and debts due by the said firm are yet unpaid; and whereas it is agreed that the said party of the second part shall assign and release to the said party of the first part all his interest in the stock in trade, goods, and effects, belonging to the said firm, and in the debts now owing to the said firm, and that the said party of the first part shall assume all the debts and liabilities of the said firm, and shall discharge and indemnify the said party of the second part from all liabilities and losses arising from the said partnership:

Now, therefore, in pursuance of the said agreement, and in consideration of the sum of ——, paid and secured to the said J. B., he, the said J. B., doth hereby fully and absolutely sell, assign, release, and make over to the said D. H. all his right, title, interest, and share, in and to all the stock in trade, goods, merchandise, machinery, tools, books, leasehold premises, and effects, belonging to the said partnership, of whatever kind or nature, and wheresoever situated; also, all his right, title, and interest in and to all the debts and sums of money now due and owing to the said firm whether the same be by bond, bill, note, or account, or otherwise and the said J. B. doth hereby make and appoint the said D. H. his executors, administrators, and assigns, to be his attorney and attorneys, to receive all and several the debts and sums of money above mentioned, to his and their own use and benefit; and doth hereby authorize the said D. H., his executors, &c., to demand, collect, and sue for the said debts and sums of money, and to use his, the said J. B.'s name in any way or manner that the collection, recovery, and realization of the said debts and demands may render necessary, as well in court as out of court, but at their own proper costs and charges, and without cost or damage to the said J. B

And the said J. B. doth hereby further authorize the said D. H. to convey and transfer to his own name, and for his own use and benefit, any and all sums of money and effects, real and personal estate, which may be taken or received in the name of the said firm, and to hold the same free from all claims by the said J. B., his executors, administrators, or assigns.

And these presents further witness, that, inpursuance of the said agreement, the said D. H., for himself, his executors and administrators, doth hereby covenant to and with the said J. B., his executors and administrators, that he, the said D. H., and his, &c, shall pay and discharge, and at all times hereafter save harmless and indemnify, the said J. B., his, &c., from and against all and every the debts, duties, and liabilities, which, at the dissolution and termination of the said partnership, were due and owing by the said firm to any person or persons, for any matter or thing touching the said partnership, and of and from all actions, suits, costs, expenses, and damages, for, or concerning the said debts, duties and liabilities, unless the said J. B. shall have contracted any debts or incurred any liabilities, in the name, and on account of the said firm, which are unknown to the said D. H., and do not appear in the books of the said firm; for which, if any such exist, the said D. H. does not hereby intend to make himself responsible.

In testimony whereof, &c., [*As in General Form of Assignment.*]

Assignment of a Bond by Endorsement.

Know all men by these presents, that I, the within named A. B. for, and in consideration of the sum of ——, to me paid by C. D of ——, at or before the sealing of these presents, (the receipt whereof is hereby acknowledged,) have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said C. D., his executors, adminstrators and assigns, the within written bond or obligation, and the sum of ——, mentioned in the condition thereof, together with all interest due and to grow due for the same, and all my right, title, interest, claim, and demand, whatsoever, of, in, and to the same. And I authorize the said C D., in my name to demand, sue for, receive, have, hold and enjoy the said sum of ——, and interest, to his own use absolutely forever.

In testimony, &c. [*as in General Form of Assignment.*]

Assignment of a Judgment.

To all persons to whom these presents shall come, A. B. of ——, sends greeting:

Whereas, I, the said A. B., lately recovered judgment, in the court of, &c., holden at ——, on——, against C. D., of ——, for

the sum of, &c., debt or damage, and the sum of, &c., costs of the said suit, as by the record of said judgment doth appear; upon which judgment execution hath lately been sued forth. Now, know ye, that I, the said A. B., in consideration of the sum of ——, to me paid by E. F., of ——, (the receipt whereof I do hereby acknowledge,) have granted, assigned, and transferred, and by these presents do grant, &c., unto the said E. F., his executors, administrators, and assigns, the said judgment, and all and singular the sum and sums of money, benefit and advantage whatsoever, that now can or shall or may hereafter be obtained by reason or means of the same, or any execution thereupon now had or to be had, sued or executed, and all the state, right, title, interest, and demand, whatsoever, which I, the said A. B., have or ought to have or claim, of, in, or to the said judgment, or any sum of money, lands, or tenements, which by virtue of any process or execution thereupon issued, or to be issued, shall or may be recovered, obtained, or gotten. And I do hereby make, constitute, and appoint the said E. F. my attorney irrevocable, in my name, but at the proper charges of the said E. F., and to his own use to prosecute the said execution upon the said judgment, and cause the said execution to be levied on any real estate of the said C. D., and upon composition concerning the premises, to acknowledge satisfaction of the same, and generally to do all and every such other act and acts as shall be requisite in and about the premises. And I, the said A. B., for myself, my executors, and administrators do covenant, promise, and agree, to and with the said E. F., his executors, administrators, and assigns, that I have never released or discharged, and that I will not release or discharge the said judgment, or any execution which hath been, or shall be thereupon sued or executed; and that I, my executors or administrators, shall not make or do any release, act or thing whatsoever, whereby the said judgment or any execution which hath been or shall be thereupon sued or executed by the said E. F. or his assigns shall be in any manner frustrated hindered, debarred, or extinguished. And I do further covenant that I will, and my heirs, executors, and administrators shall, upon the reasonable request, and at the charges of the said E. F. his heirs or assigns, grant and release to him and them forever, all such real estate as shall be levied upon by him or them, in my name, and by virtue of such execution.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Deed.

KNOW all men by these presents, that A. B., the grantee within named, and Mary his wife, for and in consideration of the sum of nine hundred dollars, to them in hand paid by C. D., of, &c., at and before the sealing and delivery hereof, (the receipt whereof is

hereby acknowledged,) have granted, bargained, sold, assigned, and set over, and by these presents do grant, bargain, sell, assign, and set over, unto the said C. D., his heirs and assigns, all the within-mentioned messuage, tenement, and tract of land, containing, &c.; together with all and singular the rights and appurtenances whatsoever, thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the said messuage, tenement, and tract of land, hereby granted and assigned, or mentioned or intended so to be, with the appurtenances, unto the said C D., his heirs and assigns, to the only proper use and behoof of the said C. D., his heirs and assigns, forever. And the said A. B., and his heirs, the said hereby granted and assigned premises, with the appurtenances, unto the said C. D., his heirs and assigns, against him, the said A. B., and his heirs, and against all and every other person or persons whomsoever, lawfully claiming by, from, or under him, them, or any of them, shall and will warrant and forever defend.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Lease.

KNOW all men by these presents, that I, the within-named A. B., the lessee, for and in consideration of the sum of one thousand dollars, to me in hand paid by C. D., of, &c., at and before the sealing and delivery hereof, (the receipt whereof I do hereby acknowledge,) have granted, assigned and set over, and by these presents do grant, assign and set over, unto the said C. D., his executors, administrators, and assigns, the within indenture of lease, and all that messuage, &c., thereby demised, with the appurtenances; and also all my estate, right, title, term of years yet to come, claim, and demand whatsoever, of, in, to, or out of the same. To have and to hold the said messuage, &c., unto the said C. D., his executors, administrators, and assigns, for the residue of the term within mentioned, under the yearly rent and covenants within reserved and contained, on my part and behalf to be done, kept and performed.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Mortgage.

KNOW all men by these presents, that I, A. B. the mortgagee within named, for and in consideration of the sum of sixteen hundred dollars, to me paid by C. D., of, &c., at and before the sealing and delivery hereof, (the receipt whereof is hereby acknowledged,) have granted, bargained, sold, assigned and set over, and by these presents do grant, bargain, sell, assign and set over, unto the said C. D., his heirs, executors, administrators and assigns, the within deed of mortgage, and all my right and title to that messuage, &c

therein mentioned and described, together with the original debt for which the said mortgage was given, and all evidence thereof, and all the rights and appurtenances thereunto belonging. To have and to hold all and singular the premises hereby granted and assigned, or mentioned, or intended so to be, unto the said C. D., his heirs and assigns, forever; subject, nevertheless, to the right and equity of redemption of the within-named E. F., his heirs and assigns, (if any they have,) in the same.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Patent.

Whereas, letters patent, bearing date —— day of ——, in the year ——, were granted and issued by the government of the United States, under the seal thereof, to A. B., of the town of ——, in the county of ——, in the State of ——, for [here state the nature of the invention in general terms, as in the patent,] a more particular and full description whereof is annexed to the said letters patent in a schedule; by which letters patent the full and exclusive right and liberty of making and using the said invention, and of vending the same to others to be used, was granted to the said A. B., his heirs, executors, administrators, or assigns, for the term of fourteen years from the said date:

Now know all men by these presents, that I, the said A. B., for and in consideration of the sum of ——— dollars, to me in hand paid, (the receipt whereof is hereby acknowledged,) have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto C. D., of the town of ———, in the county of ———, and State of ———, his executors, administrators, and assigns, forever, the said letters patent, and all my right, title and interest, in and to the said invention, so granted unto me: To have and to hold the said letters patent and invention, with all benefit, profit and advantage thereof, unto the said C. D., his executors, administrators, and assigns, in as full, ample, and beneficial a manner, to all intents and purposes, as I, the said A. B., by virtue of the said letters patent, may or might have or hold the same, if this assignment had not been made, for and during all the rest and residue of the said term of fourteen years.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of Debt.

Know all men by these presents that we, S. and T., booksellers, in consideration of the sum of —— dollars, paid to them by A. B., of ——, in the county of ——, (the receipt of which is hereby acknowledged,) do hereby sell, assign, and transfer unto the said A.

B., all their claims and demands against J. S., of said ——, for debts due to the said S. & T.; and all actions against said J. S., now pending in their favor, and all causes of action whatsoever against him

And the said S. & T. do hereby nominate and appoint the said A B., his executors and administrators, their attorney or attorneys irrevocable; and do give him and them full power and authority to institute any suit or suits against said J. S., and to prosecute the same, and any suit or suits which are now pending for any cause or causes of action, in favor of said S. & T., against said J. S., to final judgment and execution; and any executions for the cause or causes aforesaid, to cause to be satisfied by levying the same on any real or personal estate of the said J. S., and the proceeds thereof to take and apply to his or their own use; and in case of levying said executions on any real estate, the said S. & T. hereby empower the said A. B., his executors and administrators, to sell and pass deeds to convey the same, for such price or consideration, and to such person or persons, and on such terms, as he or they shall deem expedient; or, if he or they prefer it, to execute any conveyances that may be necessary to vest the title thereof in him or them, as his or their own property; but it is hereby expressly stipulated that all such acts and proceedings are to be at the proper costs and charges of the said A. B., his executors and administrators, without expense to the said S. & T.

And the said S. & T. do further empower the said A. B., his executors and administrators, to appoint such substitute or substitutes as he or they see fit, to carry into effect the objects and purposes of this authority, or any of them, and the same to revoke from time to time at his or their pleasure; the said S. & T. hereby ratifying and confirming all the lawful acts of the said A. B., his, &c., in pursuance of the foregoing authority.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of a Policy of Insurance.

Know all men by these presents, that I, the within-named A. B. for and in consideration of the sum of ——, to me paid by C. D., of, &c., (the receipt whereof is hereby acknowledged,) have granted, sold, assigned, transferred, and set over, and by these presents I do absolutely grant, sell, assign, transfer, and set over to him the said C. D., all my right, property, interest, claim and demand in and to the within policy of insurance, which have already arisen, or which may hereafter arise thereon, with full power to use my name so far as may be necessary to enable him fully to avail himself of the interest herein assigned, or hereby intended to be assigned. The conveyance herein made, and the powers hereby given, are for myself and my legal representatives to said C D. and his legal representatives.

In testimony, &c., [*as in General Form of Assignment.*]

Assignment of Demand for Wages or Debt.

In consideration of $100 to me in hand paid by M. D., of the city of ———, the receipt whereof is hereby acknowledged, I, L. C., of the same place, have sold, and by these presents, do sell, assign, transfer, and set over, unto the said M. D., a certain debt due from N. E., amounting to the sum of $150, for work, labor, and services by me performed for the said N. E., (or for goods sold and delivered to the said N. E.,) with full power to sue for, collect and discharge, or sell and assign the same in my name or otherwise, but at his own cost and charges; and I do hereby covenant that the said sum of $150 is justly due as aforesaid, and that I have not done, and will not do any act to hinder, or prevent the collection of the same by the said M. D.

Witness my hand, this April 10th, 1863.

L. C.

Assignment of Account Endorsed Thereon.

In consideration of $1, value received, I hereby sell and assign to M. D., the within account which is justly due from the within named N. E., and I hereby authorize the said M. D., to collect the same.

L. C.

Troy, April 10th, 1863.

Contractor's Notice of Lien.

To S. C., Town clerk of the town of ———, in the county of———

Take notice that I, a resident of said town, have, or claim to have, a lien upon the building hereinafter described and the appurtenances, and the lot upon which the same stands, as security for the amount due me in pursuance of the statute in such case made and provided. That said building is known as No. 50 on Main street in ———, or stands on the lot bounded and described as follows: (insert description,) and said house and lot is owned by C. D.*

That the claim against said lot or the owner thereof is for work, labor and services as carpenter and joiner, and for materials furnished by me as the contractor with the said C. D. for the building altering or repairing said house, under and in pursuance of an agreement made with said C. D., that

——— days have not elapsed since the performance and completion of such labor (or the furnishing the materials.)

Yours, &c.,

——— June 13th, 1863. A. B.

Notice of Lien by other Person than Contractor.

(As in the last form to the* and then as follows :)

That the claim against said C. D., is for work by me performed as a carpenter and joiner, for three months' labor performed by me on said building in pursuance of an agreement with A. B., the contractor, amounting to $150 (or is for a large quantity of lumber and building materials furnished for and used in the erection of said house in pursuance of an agreement with said A. B. amounting to the sum of $75,) and that ——— days have not elapsed since the performance and completion of said labor, (or since the said materials were furnished.)

Yours, &c.,

E. F.

——— June 13, 1863.

N. B. The number of days (left blank in the above Forms,) must be filled in, in accordance with the requirements of the Lien Law in each State, as well as the names of the towns or cities and counties in each state.

Assignment of a Seaman's Wages.

To all persons to whom these presents shall come, A. B., of, &c. sends greeting:

KNOW ye, that I, the said A. B., for and in consideration of the sum of ——, in which I am justly indebted to C. D., of, &c., have hereby assigned, sold, and set over, and by these presents I do hereby assign, sell, and set over, unto the said C. D., all such sum or sums of money as are now due and owing to me, the said A. B., for wages or services on board the ship or vessel called the —— from the master or owner of said vessel, on board of which vessel I served as a mariner on her voyage from —— to ——, which has recently terminated. And to enable the said C. D. the better to recover and receive the same, I do hereby appoint him, the said C. D., my attorney irrevocable, with full power, in my name, but at his charge, to prosecute any and all persons liable therefor, and receive and recover the same, and give discharge therefor.

[Add covenants that A. B. has not released, and that he will give further assurance.]

In witness whereof, &c.

Assignment by a Debtor to Trustees,

FOR THE BENEFIT OF HIS CREDITORS.

THIS Indenture, made the —— day of ——, eighteen hundred and ——, by and between A. B., of ——, merchant, of the first part, C. D., of ——, of the second part, and the several persons, creditors of the said party of the first part, who have executed or shall hereafter execute or accede to these presents, of the third part, witnesseth:

That, whereas, the party of the first part is indebted to divers persons in considerable sums of money, which he is at present unable to pay in full, and he is desirous to convey all his property for the benefit of all his creditors, without any preference or priority other than that provided by law:

Now, the party of the first part, in consideration of the premises, and of one dollar paid to him by the party of the second part, hereby grants, bargains, sells, assigns, and conveys, unto the party of the second part, and his heirs and assigns, all his lands, tenements, hereditaments, goods, chattels, property, and choses in action, of every name, nature, and description, wheresoever the same may be, except such property only as is exempted by law from attachment.

To have and to hold the said premises unto the said party of the second part, and his heirs and assigns,

But in trust and confidence, nevertheless, to sell and dispose of the said real and personal estate, and to collect the said choses in action, using a reasonable discretion as to the times and modes of selling and disposing of said estate, as it respects making sales for

cash or on credit, at public auction or by private contract, and with the right to compound for the said choses in action, taking a part for the whole, where the trustee shall deem it expedient so to do; then in trust to dispose of the proceeds of the said property in the manner following, viz.:

First, To pay all such debts as by the laws of the United States or of this State are entitled to a preference in such cases;

Second, To pay the costs and charges of these presents, and the expenses of executing the trusts declared in these presents;

Third, To distribute and pay the remainder of the said proceed to and among all the parties of the third part, rateably, in proportion to their respective debts; [*or, if there is a statute regulating the distribution, say,*] according to the true intent and meaning of an act entitled "An Act," &c.;

And, if there should be any surplus, after paying all the parties of the part in full, then in trust,

Fourth, To pay over such surplus to the party of the first part, his executors, administrators, or assigns.

And the party of the first part hereby constitutes and appoints the party of the second part his attorney irrevocable, with power of substitution, authorizing him, in the name of the party of the first part, or otherwise, as the case may require, to do any and all acts, matters, and things, to carry into effect the true intent and meaning of these presents, which the party of the first part might do if personally present.

And the party of the second part, hereby accepting these trusts, covenants to and with each of the other parties hereto, to execute the same faithfully.

And the party of the first part hereby covenants with the said trustee, from time to time, and at all times when requested, to give him all the information in his power respecting the assigned property, and to execute and deliver all such instruments of further assurance as the party of the second part shall be advised by counsel learned in the law to be necessary in order to carry into full effect the true intent and meaning of these presents.

And the parties of the third part, by signing and sealing these presents, express their assent to this assignment, and accept the provision for them made herein, pursuant to the statute aforesaid

In testimony whereof, &c., [*as in General Form of Assignment.*]

BILLS OF SALE.

A PROMISE to give goods or chattels, without a consideration of delivery, is of no effect. A bill of sale from A. to B., for the purpose of avoiding responsibility to C., is fraudulent and void.

If A. is in debt to creditors, and continues to hold property that he, by a bill of sale, has conveyed to B., fraud will be presumed. unless it can be made to appear by B., before a jury, that the sale was made without collusion, secret or implied, and in good faith. The jury have the power to determine the fairnesss or unfairness of the sale. A valuable consideration, or a legitimate debt, must be shown in evidence of good faith, or the sale will be ignored.

A bill of sale should be accompanied by a seal after the name of the assignor, sealed instruments always having more weight in law than those without.

Common Bill of Sale.

KNOW all men by these presents, that I, A. B., of the town of ——, in the county of ——, and State of ——, of the first part, for and in consideration of the sum of —— dollars, lawful money of the United States, to me paid by C. D., of, &c., of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do grant and convey, unto the said party of the second part, his executors, administrators, and assigns, the one equal, undivided half of six acres of wheat, now growing on the farm of O. S., in the town of —— aforesaid, one black horse, two oxen, and forty sheep, belonging to me, and now in my possession, at the place last aforesaid: (*or*, "all the goods, wares, merchandise, chattels, and effects mentioned and described in the schedule hereunto annexed, and marked A:") to have and to hold the same unto the said party of the second part, his executors, administrators, and assigns, forever. And I do, for myself, my heirs, executors, and administrators, covenant and agree, to and with the said party of the second part, his executors, administrators and assigns, to warrant and defend the sale of the said property, goods, and chattels hereby made, unto the said party of the second part, his executors, administrators, and assigns, against all and every person and persons whatsoever.

In witness whereof, I have hereunto set my hand and seal this —— day of ——, one thousand eight hundred and sixty.

Signed, sealed, and delivered in presence of } A. B. [L. S.]

M. T.

Bill of Sale of Goods.

KNOW all men by these presents that I, A. B., of ——, merchant, for and in consideration of the sum of nine hundred dollars,

to me in hand paid by C. D., of the same place, at and before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged,) have bargained, sold, and delivered, and by these presents do bargain, sell, and deliver, unto the said C. D., [here insert the particulars of the goods sold, *or*, say, "all the goods, wares, merchandise, chattels, and effects mentioned and described in the schedule hereunto annexed, and marked A."] To have and to hold the said goods unto the said C. D., his executors, administrators, and assigns, to his and their own proper use and benefit forever. And I, the said A. B., for myself and my heirs, executors, and administrators, will warrant and defend the said bargained goods unto the said C. D., his executors, administrators, and assigns, from and against all persons whomsoever.

In witness, &c., [*as in Common Bill of Sale.*]

Bill of Sale of a Registered or Enrolled Vessel.

KNOW all men by these presents, that I, A. B., of, &c., owner of the brig, or vessel, called the "Isabella," of the burden of —— tons, or thereabouts, now lying at the port of ——, for and in consideration of the sum of —— dollars, lawful money of the United States, to me paid by C. D., of the place aforesaid, the receipt whereof I hereby acknowledge, have bargained and sold, and by these presents do bargain and sell unto the said C. D., his executors, administrators, and assigns, all the hull or body of said brig, or vessel, together with the masts, bowsprit, sails, boats, anchors, cables, spars, and all other necessaries thereunto appertaining and belonging: the certificate of the registry of which said brig, or vessel, is as follows, to wit: [copy certificate of registry.] To have and to hold the said brig or vessel, and appurtenances thereunto belonging, unto the said C. D., his executors, administrators, and assigns, to his and their proper use, benefit, and behoof forever. And I do for myself, my heirs, executors, and administrators, covenant and agree, to and with the said C. D., his executors, administrators, and assigns, to warrant and defend the said brig, or vessel, and all the before-mentioned appurtenances, against all and every person and persons whomsoever.

In witness, &c., [*as in Common Bill of Sale.*]

BONDS.

A bond is the acknowledgment of a debt, duty, or obligation and it is immaterial what mode of expression is used, provided the language be sufficient to establish an acknowledgment of a debt

All persons legally capable of making a contract, may bind themselves in a bond.

Payment may be pleaded in an action on a bond for the payment of money, though not made strictly according to the condition; and if the amount due thereon be paid after the commencement of suit, and before judgment, the action will be discontinued.

The sum equitably due, by virtue of the condition of a bond, may be set off in any action where a set-off is allowed.

A bond required by law to be given, will be deemed sufficient, if it conform substantially to the form thereof prescribed by the statute, and do not vary in any matter, to the prejudice of the rights of the party to whom, or for whose benefit, such bond shall be given.

The amount of the judgment rendered on a bond conditioned for the payment of money, is the penal sum, which is usually double the amount of the condition, in order to cover interest and costs.

A joint and several bond and warrant of attorney, signed by three persons, will not authorize a separate judgment against one but only a joint judgment against all.

An action on a sealed instrument must be brought within twenty years after a right of action accrues.

A *bottomry* bond is an obligation founded on the joint security of a ship and its owners, and given for money borrowed, which is to be repaid on the successful termination of a voyage. At home, the bond is executed by the owners, or the master, as their agent. In a foreign country, the master has full authority to bind the owners, and pledge the ship and cargo, by a bottomry bond, in cases of necessity. Any amount of interest may be exacted, so long as the sea risk continues, irrespective of the usury laws; but when that terminates, the obligation will only draw legal interest. *Respondentia* is a contract similar to *bottomry*, except that the loan is made upon the chance of the safe arrival of the cargo. Like bottomry, it is used in cases of emergency

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Common Bond, with Condition.

KNOW all men by these presents: That I, A. B., of the town of ——, in the county of ——, and State of New-York, am held and

firmly bound unto C. D., of, &c., in the sum of one thousand dollars, lawful money of the United States, to be paid to the said C. D., his executors, administrators, or assigns: for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents.

Sealed with my seal. Dated, the —— day of ——, one thousand eight hundred and ——.

The condition of the above obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above named C. D., his executors, administrators, or assigns, the just and full sum of five hundred dollars, in five equal annual payments, from the date hereof, with annual interest, then the above obligation to be void; otherwise to remain in full force and virtue.

Sealed and delivered in presence of } A. B. [L. S.]
G. H.

Bond—Several Payments.

Know all men by these presents; &c., [*as in Common Bond, and then add:*] the just and full sum of five hundred dollars; in manner following, that is to say: the sum of one hundred dollars on the tenth day of —— next; the sum of two hundred dollars on the —— day of ——, 18—; and the remaining sum of two hundred dollars in one year from the said last mentioned date, together with the legal interest on the whole sum remaining unpaid at the time of each payment; then the above obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond, with Interest Condition.

Know all men by these presents: &c., [*as in Common Bond, and then add:*] the just and full sum of five hundred dollars, on the —— day of ——, in the year of our Lord, 18—, and the legal interest thereon, to be computed from the day of the date hereof, and to be be paid semi-annually, on the second day of January and the first day of July, in each and every year; then the above obligation to be void; else to remain in full force and virtue. And it is hereby expressly agreed, that should any default be made in the payment of said interest, or of any part thereof, on any day whereon the same is made payable, as above expressed, and should the same remain unpaid and in arrear for the space of sixty days, then, and from thenceforth, that is to say, after the lapse of the said sixty days, the aforesaid principal sum of five hundred dollars with

all arrearages of interest thereon, shall, at the option of the said C. D., his executors, administrators, or assigns, become and be due and payable, immediately thereafter, although the period above limited for the payment thereof may not then have expired; any thing herein before contained to the contrary thereof, in any wise notwithstanding.

Sealed, &c., [*as in Common Bond.*]

Bond to a Corporation.

KNOW all men by these presents: That I, A. B., of, &c., am held and firmly bound unto the —— Insurance Company, in the sum of one thousand dollars, lawful money of the United States, to be paid to the said —— Insurance Company or assigns; for which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal. Dated the —— day of ——, one thousand eight hundred and ——.

The condition of the above obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall well and truly pay or cause to be paid, unto the above named —— Insurance Company, or assigns the just and full sum of, &c., [*as in Common Bond.*]

Bond to Executors.

KNOW all men by these presents: That I, A. B., of, &c., am held and firmly bound, unto E. F. and L. M., of, &c., executors of the last will and testament of S. T., deceased, late of, &c., in the sum of one thousand dollars, lawful money of the United States, to be paid to the said E. F. and L. M., executors as aforesaid, the survivors, or survivor, or his or their assigns; for which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal. Dated the —— day of ——, one thousand eight hundred and ——.

The condition of the above obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the above named E. F. and L. M., executors as aforesaid, the survivors, or survivor, or his or their assigns, the just and full sum of, &c., [*as in Common Bond.*]

Legatee's Bond.

KNOW all men by these presents: That we, A. B. and C. D., of, &c., are held and firmly bound unto E F. and L. M., of, &c., execu-

tors of the last will and testament of S. T. deceased, late of the town of ——, in the sum of one thousand dollars, lawful money of the United States, to be paid to the said E. F. and L. M., executors, as aforesaid, the survivors, or survivor, or his or their assigns, for which payment, well and truly to be made, we bind ourselves, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals. Dated the —— day of ——, one thou sand eight hundred and ——.

Whereas, in and by the last will and testament of the said S. T., deceased, a legacy of one hundred dollars is bequeathed to the said A. B., which has been paid to him by the said E. F. and L. M., executors as aforesaid:

Now the condition of this obligation is such, that if any debts against the deceased, above named, shall duly appear, and which there shall be no other assets to pay, and if there shall be no other assets to pay other legacies, or not sufficient, that then the said A B. shall refund the legacy so paid, or such rateable proportion thereof, with the other legatees of the deceased, as may be necessary for the payment of such debts, and the proportional parts of other legacies, if there be any, and the costs and charges incurred by reason of the payment of the said A. B.; and that if the probate of the will of the said deceased be revoked, or the will declared void, then the said A. B. shall refund the whole of the legacy, with interest, to the said E. F. and L. M., their executors, administrators, or assigns.

Sealed, &c., [*as in Common Bond.*] A. B. [L. S.]
C. D. [L. S.]

Indemnity Bond to Sheriff.

KNOW all men by these presents; That we, A. B., L. G., and H. R., are held and firmly bound unto C. D., Sheriff of the county of ——; Whereas the above bounden A. B did obtain a judgment in the Supreme Court of the State of New York, on the —— day of ——, 18—, against E. F., for —— dollars and —— cents, damages and costs, whereupon execution has been issued, directed and delivered to the said C. D., Sheriff, as aforesaid, commanding him, that of the goods and chattels of the said E. F., he should cause to be made the damages and costs aforesaid. And, whereas, certain goods and chattels that appear to belong to the said E. F., are claimed by L. M., of, &c.: Now, therefore, the condition of this obligation is such, that if the above bounden A. B. shall well and truly keep and bear harmless, and indemnify the said C. D., Sheriff as aforesaid, and all and every person and persons aiding and assisting him in the premises, of and from all harm, let, trouble, damages, costs, suits, actions, judgments, and executions, that shall, or may, at any time arise, come, or be brought against him, them,

or any of them, as well for the levying and making sale, under and by virtue of such execution, of all or any goods and chattels which he or they shall or may judge to belong to the said E. F., as for entering any shop, store, building, or other premises, for the taking of any such goods and chattels, then this obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond, with Warrant of Attorney to confess Judgment.

KNOW all men, &c., [*as in Common Bond, and then add:*] the just and full sum of five hundred dollars, on demand, then the above obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*] A. B. [L. S.]

Whereas I, A. B., of, &c., am held and firmly bound unto C. D., of, &c., by a certain bond or obligation, of this date, in the penal sum of one thousand dollars, conditioned for the payment of five hundred dollars, on demand: Now, therefore, I do authorize and empower any attorney, in any court of record in the State of New-York, to appear for me at the suit of the said obligee, or his representatives, in an action of debt, and confess judgment against me upon the said bond or obligation, or for so much money borrowed, of any term, or vacation of term, antecedent or subsequent to this date; and to release to the said obligee all errors that may intervene in obtaining said judgment, or in issuing execution on the same.

Signed and sealed this —— day of ——, A. D., 18—.

In presence of } A. B. [L. S.]
G. H. }

Bond to execute a Conveyance.

KNOW all men, &c., [*as in Common Bond to the condition, and then add:*] The condition of the above obligation is such, that if the above bounden A. B., on or before the —— day of —— next, or, in case of his death before that time, if the heirs of the said A. B., within three months after his decease, (if such heirs shall then be of full age, or, if within age, then within three months after such heirs shall be of full age,) shall and do, upon the reasonable request, and at the cost and charge of the said C. D., his heirs or assigns, make, execute, and deliver, or cause so to be, a good and sufficient warranty deed, in fee simple, free from all incumbrance, and with the usual covenants, of the following described premises, to wit: all, &c., [*describe the premises:*] then the above obligation to be void; else to remain in full force and virtue.*

Sealed, &c., [*as in Common Bond.*]

* The above form may be readily varied, if the condition should be to procure an heir at law to convey, when of age; and a clause may be added to warrant and defend the obligee, in the quiet enjoyment of the premises, until such conveyance be executed.

Bond of an Officer of a Bank, or Company.

Know all men, &c.: [*as in Bond to a Corporation, substituting the name of the bank for that of the company, if necessary, and then add:*] Whereas the above bounden A. B. has been chosen and appointed cashier, [*or*, teller, *or*, treasurer, *as the case may be*,] of the —— Company; [*or*, bank;] by reason whereof divers sums of money, goods and chattels, and other things, the property of the said company, [*or*, bank,] will come into his hands: Now, therefore, the condition of the above obligation is such, that if the said A. B., his executors, or administrators, at the expiration of his said office, upon request to him or them made, shall make or give unto the said company [*or*, bank,] or their agent, or attorney, a just and true account of all such sum or sums of money, goods and chattels, and other things, as have come into his hands, charge, or possession, as cashier, [*or*, teller, *or*, treasurer,] as aforesaid, and shall and do pay and deliver over to his successor in office, or any other person duly authorized to receive the same, all such balances, or sums of money, goods and chattels, and other things, which shall appear to be in his hands, and due by him to the said company; [*or*, bank;] and if the said A. B. shall well and truly, honestly and faithfully, in all things, serve the said company, [*or*, bank,] in the capacity of cashier, [*or*, teller, *or*, treasurer,] as aforesaid, during his continuance in office, then the above obligation to be void: else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond of Indemnity to a Surety in a Bond.

Know all men, &c.: [*as in Common Bond to the condition, and then add:*] Whereas the said C. D., at the special instance and request of the above bounden A. B., has bound himself, together with the said A. B., unto one E. F., of, &c., in a certain obligation, bearing even date herewith, in the penal sum of one thousand dollars, lawful money of the United States, conditioned for the payment of the sum of five hundred dollars, due and owing by the said A, B. to the said E. F., on, &c.: [*as in the bond; or, if a bail bond be referred to, say*—conditioned for the appearance of the said A. B., &c.: *or*, conditioned that the said A. B. shall put in special bail, &c.] Now, therefore, the condition of the above obligation is such, that if the said A. B. shall well and truly perform and fulfil the condition of the said bond executed to the said E. F., in manner and form as he is therein required to do, and at all times hereafter save harmless the said C. D., his heirs, executors and administrators, of and from the said obligation, and of and from all actions, costs and damages, for or by reason thereof, then this obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond of Indemnity on paying Lost Note.

Know all men, &c.; [*as in Common Bond*:] Whereas, the said C D., on the —— day of ——, 18—, did make, execute and deliver unto the above bounden A. B., for a valuable consideration, his promissory note, for the sum of one hundred dollars, written due and payable, on or before the —— day of ——, then next, with interest, which said promissory note the said A. B., since the delivery of the same to him, as aforesaid, has in some manner, to him unknown, lost out of his possession; and whereas the said C. D. hath this day paid unto the said A. B. the sum of —— dollars, the receipt whereof the said A. B. doth hereby acknowledge, in full satisfaction and discharge of the said note, upon the promise of the said A. B. to indemnify and save harmless the said C. D. in the premises, and to deliver up the said note, when found, to the said C. D., to be cancelled: Now, therefore, the condition of this obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, or any of them, do and shall, at all times hereafter, save and keep harmless the said C. D., his heirs, executors, and administrators, of, from, and against the promissory note aforesaid, and of and from all costs, damages and expenses, that shall or may arise therefrom; and also deliver, or cause to be delivered up the said note, when found, to be cancelled, then this obligation to be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bond for Performance, to be endorsed on a Contract or Agreement.

Know all men, &c.: [*as in Common Bond*:] The condition of his obligation is such, that if the above bounden A. B., his executors, administrators, or assigns, shall, in all things, stand to and abide by, and well and truly keep and perform, the covenants, conditions and agreements in the within instrument contained, on his or their part to be kept and performed, at the time, and in the manner and form therein specified, then the above obligation shall be void; else to remain in full force and virtue.

Sealed, &c., [*as in Common Bond.*]

Bottomry Bond.

Know all men by these presents, that I, A. B., master, and one third owner of the ship Isabella, for myself and C. D., who owns the other two thirds of said ship, am held and firmly bound unto E. F., in the penal sum of two thousand dollars, lawful money, for the payment of which to the said E. F., his heirs, executors, administrators, or assigns, I hereby bind myself, my heirs, executors and administrators, firmly by these presents.

Sealed with my seal. Dated, the —— day of —— A. D., 18—.

Whereas the above bounden A. B. hath taken up and received

of the said E. F. the just and full sum of one thousand dollars, which sum is to run at respondentia, on the block and freight of the said Isabella, whereof the said A. B. is now master, from the port of ——, on a voyage to the port of ——, having permission to touch, stay at, and proceed to call, at all ports and places within the limits of the voyage, at the rate of premium of —— per cent. for the voyage: In consideration whereof, usual risks of the sea, rivers, enemies, fires, pirates, &c., are to be on account of the said E. F. And for further security of the said E. F., the said A. B. doth, by these presents, mortgage and assign over to the said E. F., his heirs, executors, administrators, and assigns, the said ship Isabella and her freight, together with all her tackle, apparel, &c.: And it is hereby declared, that the said ship Isabella, and her freight, is thus assigned over for the security of the respondentia taken up by the said A. B., and shall be delivered to no other use or purpose whatever, until payment of this bond is first made, with the premium that may become due thereon.

Now, therefore, the condition of this obligation is such, that if the above bounden A. B., his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said E. F., or to his attorneys, legally authorized to receive the same, his or their executors, administrators, or assigns, the just and full sum of one thousand dollars, being the principal of this bond, together with the premium which shall become due thereon, at or before the expiration of twenty days after the arrival of the ship Isabella at the port of ——; or, in case of the loss of the said ship, such an average as by custom shall have become due on the salvage, then this obligation is to be void; otherwise to remain in full force and virtue.

Having signed to three bonds of the same tenor and date, the one of which being accomplished, the other two to be void and of no effect.

Sealed and delivered, in presence of G. H. — A. B., for self and C. D. [L. S.]

CHATTEL MORTGAGES.

A CHATTEL mortgage from A. to B., if not accompanied by immediate delivery of the property, will be void to A.'s creditors unless the mortgage, or a true copy, be filed in the Clerk's or Register's office of the town, city, or county, where A. resides, and where the property lies at the time of the execution of the instrument. The creditors have the right to test the good faith of the mortgage before a jury, and if collusion can be shown, it will be

annulled. Until forfeiture by non-performance on the part of A. to comply with the conditions of the mortgage, his interest in it may be levied on and sold by creditors under an execution. Where no time is specified in the mortgage, seven days' notice of the sale is sufficient.

Bill of Sale and Chattel Mortgage.

KNOW all men by these presents, that I, A. B., of, &c., in consideration of one dollar to me paid by C. D., of, &c., the receipt whereof I hereby acknowledge, have, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said C D. and his assigns, forever, the following goods, chattels, and property, to wit: [*specify the articles*, or, "as in the schedule annexed and marked A."] Whereas I, the said A. B., am justly indebted to the said C. D. in the sum of one hundred and fifty dollars, on account, for money had and received, and goods sold and delivered, [*or*, on a promissory note, dated, &c., and due ——— months from date,] to be paid to the said C. D., or his assigns, on the ——— day of ———, 18—, with the legal interest thereon from the day of the date hereof.

Now, the condition of the above bill of sale is such, that if the said A. B. shall well and truly pay to the said C. D., or to his agent, attorney, or assignee, the above-mentioned demand, [*or*, demands,] at the time, and in the manner and form above expressed, and shall keep and perform the covenants and agreements above contained, on his part to be kept and performed, according to the true intent and meaning thereof, then the above bill of sale shall be void: Otherwise, on the neglect and failure of the said A. B. to pay the said demand, [*or*, demands,] or to keep and perform the said covenants and agreements as above expressed, then, and in that case, the said C. D. and his assigns are hereby authorized and empowered to sell the above described goods, chattels, and property, [*or*, the goods, &c., described in the schedule hereunto annexed, as aforesaid,] or any part thereof, at public or private sale, at his or their option, and to retain from the proceeds of such sale, in his or their hands, sufficient to pay and satisfy the whole amount of the above-mentioned demand, [*or*, demands,] with the legal interest thereon, which shall be due at the time of such sale, and all costs, charges, and expenses incurred by the said C. D., or his assigns, in consequence of the neglect and failure of the said A. B., as aforesaid; rendering the overplus, if any, to the said A. B., or to his heirs, executors, administrators, or assigns, on demand. [The said C. D. and his assigns are hereby authorized, for further security, to take the said goods, chattels, and property, into his or their possession, at any time he or they may think proper.]

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, in the year one thousand eight hundred and sixty.

Sealed and delivered in presence of } A. B. [SEAL.]

Common Chattel Mortgage.

THIS Indenture, made the —— day of, &c., between A. B., of, &c., of the first part, and C. D., of, &c., of the second part, witnesseth: That the said party of the first part, in consideration of the sum of —— dollars, to him duly paid, hath sold, and by these presents doth grant and convey, to the said party of the second part, and his assigns, the following described goods, chattels, and property, [*here describe them, or refer to them thus*, "as in the schedule annexed,"] now in my possession, at the —— of —— aforesaid; together with the appurtenances, and all the estate, title, and interest of the said party of the first part therein. This grant is intended as a security for the payment of one hundred and fifty dollars, with interest, on or before the expiration of one year from the date hereof; and the additional sum of one hundred and sixty dollars, with interest, on the —— day of ——, 18—: which payments, if duly made, will render this conveyance void.

In witness, &c., [*as in Bill of Sale and Chattel Mortgage.*]

CONDITIONAL CLAUSE AS TO POSSESSION.

PROVIDED, nevertheless, [*or*, And provided also,] that, until default by the party of the first part in the performance of the conditions aforesaid, it shall and may be lawful for him to keep possession of the property above mentioned and described, and to use and enjoy the same; but if the said party of the first part shall attempt to sell the same, or any part thereof, or to remove the same out of the county of ——, without notice to the said party of the second part, or his assigns, and without his, or their, assent to such sale or removal, to be expressed in writing, then it shall be lawful for the said party of the second part, or his assigns, to take immediate possession of the whole of said property, to his, or their own use.

Chattel Mortgage to Secure a Debt.

WHEREAS I, A. B., of the town of ——, in the county of ——, and State of ——, am justly indebted unto C. D., of, &c., in the sum of —— dollars, on account, to be paid on or before the —— day of —— next, with interest from this date: Now, therefore, in consideration of such indebtedness, and in order to secure the pay-

ment of the same, as aforesaid, I do hereby sell, assign, transfer and set over, unto the said C. D., the property mentioned and described in the schedule hereinunder written; Provided, however, that if the said debt and interest be paid, as above specified, this sale and transfer shall be void; and this grant is also subject to the following conditions:

The property hereby sold and transferred is to remain in my possession until default be made in the payment of the debt and interest aforesaid, or some part thereof, unless I shall sell, or attempt to sell, assign, or dispose of, the said property, or any part thereof, or suffer the same unreasonably to depreciate in value; in which case the said C. D. may take the said property, or any part thereof, into his own possession.

Upon taking said property, or any part thereof, into his possession, either in case of default, or as above provided, the said C. D. shall sell the same at public or private sale; and after satisfying the aforesaid debt and the interest thereon, and all necessary and reasonable costs, charges and expenses, incurred by him, out of the proceeds of such sale, he shall return the surplus to me or my representatives.

In witness, &c., [*as in Bill of Sale and Chattel Mortgage.*]

STATEMENT TO BE FILED WITH THE COPY, WITHIN THIRTY DAYS PRECEDING THE EXPIRATION OF THE YEAR.

—— County, Town of ——, *ss.*

I, C. D., the mortgagee, [*or*, E. F., the assignee of C. D., the mortgagee,] named in the within [*or*, annexed] instrument, do hereby certify, that the sum of ninety-seven dollars and ten cents is claimed by me to be due thereupon, at the date hereof; which sum constitutes the amount of my interest in the property therein mentioned and described. Dated the —— day of ——, 18—.

In presence of } C. D., Mortgagee,
F. E. } [*or*, M. L. Assignee.]

Notice of Sale on Chattel Mortgage.

MORTGAGE SALE.

By virtue of a chattel mortgage executed by A. B. to C. D., dated the —— day of ——, 18—, and filed in the office of the Register of the city of ——, [*or* the County Clerk of the county of ——: *or*, the Town Clerk of the town of ——,] on the —— day of ——, in the year aforesaid, and upon which default has been made, I shall sell the property therein mentioned and described, viz.: [*mention*

the articles,] at public auction, at the house of ——, in the city [*or*, town] of —— aforesaid, on the —— day of —— instant, [*or* next,] at ten o'clock in the forenoon of that day. Dated at ——, the —— day of ——. C. D., Mortgagee,
[*or*, M. L., Assignee.]

PATENTS.

THE American Patent Laws are of the most liberal character, being especially designed to encourage the invention and public introduction of new and useful improvements of every kind. Under the fostering influence of these laws, the industrial resources of the nation have become most wonderfully developed; and there is scarcely a trade, art or profession, which is not, to a greater or less extent, directly dependent for its increased success upon the practical assistance of some patented process or article. The money value of patents has also greatly risen, so that, at the present time, the ownership of a patent for a first-rate improvement, is considered almost equivalent to the possession of an actual fortune. It is not, however, every improvement, nor every patent, which is valuable or legal; and much care ought therefore to be exercised, both by those who take out patents and those who purchase "rights" under them. They should see that all the formalities of the law are properly complied with, and be careful that no imposition is practiced upon them.

Patents are granted for all new machines, for improvements upon old machines, for improvements upon devices already patented, for all new processes or improvements upon old processes, for new and better methods or ways of doing or accomplishing given ends, for improved articles of manufacture, for new forms of useful articles, for new medicines, for all kinds of compositions or useful mixtures—in short, for every novel and useful invention, which results in economy or the saving of labor, or the benefit of the public in any manner. On applying for a patent, the applicant pays to the government $15. An examination is then made under the direction of the Commissioner of Patents, and if the invention is found to be new and useful, the applicant is informed that a patent will be allowed, and he is required to pay an additional fee of $20, upon receipt of which, Letters Patent are formally issued. But if the examination shows that the invention is not new, or that it is wanting in utility, or that it has been patented in some other country, or has been described in some printed publication, then a patent is refused and the application is rejected.

THE COMPLETE APPLICATION

A complete application for a patent is made up of the following parts:—1. Petition; 2. Specification; 3. Oath of the invenfor; 4. Two drawings of the invention; 5. Model or specimens; 6. Payment of the preliminary fee of fifteen dollars. The absence of any of these parts renders the application incomplete; and the Patent Office will neither issue a patent nor even examine the case until the defect is remedied. If the invention is of such a nature that it cannot be illustrated by a model, specimens, or drawings, then those parts may be omitted.

THE SPECIFICATION.

This document consists of a carefully-written description of the invention, fully and minutely describing the nature, construction, operation and method of carrying the invention into practical use. The portions or principles which the applicant claims as his own invention must be particularly specified. The value and extent of a patent often depends upon the skill and excellence with which the specification is prepared.

THE DRAWINGS.

Two drawings are required, which must be alike, must correspond with the model, and should be executed in a clear and artistic manner. One drawing should be done upon thick paper; the other may be a traced copy, made upon thin transparent muslin. The drawings are considered as forming a part of the specification; they should represent various parts and views of the invention, such as plan views, perspectives, side elevations, sections, etc.

THE MODEL.

The law requires that the inventor shall, in all cases, furnish a model, which must not exceed twelve inches in any of its dimensions. It should be neatly made, of hard wood or metal, or both, varnished or painted. The name of the inventor and his place of residence should be attached to it, or painted upon it conspicuously. Where the invention consists of an improvement on some known machine, a full working model of the whole will not be necessary. It should be sufficiently perfect, however, to show, with clearness, the nature and operation of the invention.

When the invention consists of a new article of manufacture, or a new composition, samples of the separate ingredients sufficient for the purpose of experiment, and also of the manufactured article itself, must be furnished.

REJECTIONS AND APPEALS.

When the Examiner decides that the invention is not patentable, the applicant is so informed, by letter, and this constitutes the first rejection. The applicant then has the right to ask for a reconsideration, and appear before the Patent Office, either in person or by attorney, and, by the presentation of arguments and evidence, endeavor to satisfy the Examiner that he (the applicant) is still entitled to a patent. If a second rejection results, an appeal may be taken to the Board of Examiners-in-Chief, on payment of $10, who review the case, listen to new arguments, and then either decide to grant or reject the application.

If the inventor is not satisfied with the decision of the Examiners-in-Chief, an appeal may be taken from their decision to the Commissioner of Patents in person; but a fee of $20 must be paid. The Commissioner hears any arguments, reviews the case, and decides upon its merits.

On payment of $25, an appeal may be taken from the decision of the Commissioner to the United States Court in the District of Columbia.

It will thus be seen that the opportunities for an inventor to obtain justice, in his efforts to obtain a patent, are abundant. The majority of patents are, however, promptly granted on the primary application, without resort to the expenses and delays of an appeal.

DESIGNS, TRADE-MARKS, LABELS, ETC.

Under the new law, Design-patents may be taken out for *any new form of any article*, also for tools, patterns, castings, machine-frames, stove-plates, borders, fringes; all new designs for printing, weaving, or stamping upon silks, calicoes, carpets, oil-cloth prints, paper-hangings, and other articles. Trade-marks, labels, envelopes, boxes and bottles for goods, may also be patented; likewise all works of art, including prints, paintings, busts, statues, bas-reliefs or compositions in alto or basso relievo, new dies, impressions, ornaments to be placed or used upon any article of manufacture, architectural work, &c. The term for which Design-patents are granted varies according to the fee paid by the applicant, as follows:

Patent for	3½	years	$10.
"	7	"	15.
"	14	"	30.

No Design-models are required. But duplicate drawings must be furnished, together with the usual specification, petition and affidavit, which, to render the patent of value, should be prepared with the utmost care.

THE SALE AND ASSIGNMENT OF PATENTS.

An inventor may sell and assign his invention or any part thereof, either before or after a patent is granted; but the signature and oath of the actual inventor, in connection with the specification, are necessary before the Patent Office can consider an application. All other business and proceedings may, however, be transacted by his assignee.

There are three classes of assignments that must be put upon record at the Patent Office, within three months from their date, in order to insure their validity against subsequent purchasers. These are, first, an assignment of the entire patent; second, an undivided portion of a patent; third, the sale of an exclusive right under a patent for a particular territory. In order to make assignments operative in law, a government stamp must be put upon them before their record, to the value of *five cents* on every sheet or piece of paper.

POWERS-OF-ATTORNEY.

An inventor, or the full assignee of an inventor, may, by power-of-attorney, authorize another person to act as his agent or solicitor in transacting business and prosecuting cases before the Patent Office. Such powers-of-attorney require the attachment of a fifty cent revenue stamp.

CAVEATS.

A "caveat" is a *confidential communication* made to the Patent Office, disclosing the nature and objects of a new and useful but incomplete improvement. The object of a caveat is to prevent the grant of a patent to another party, for the same invention, and thus to afford time to the orignal inventor to complete his improvement, conduct further experiments, &c. Caveats are filed in the Secret Archives of the Patent Office. The documents consist of a petition, specification, drawing, and oath of invention.

Under the security afforded by a caveat, inventors should bear in mind that they cannot prevent other parties from using their inventions. The mere filing of a caveat does not allow the caveator to sell exclusive rights, as in the case of the issue of Letters Patent. It entitles him only to the right to receive notice of an interfering application, but does not settle the question of novelty in his behalf. A caveat may be renewed from year to year upon the payment of the usual official fee.

Caveat papers cannot be withdrawn from the office nor undergo alteration after they have been once filed; but additional papers relative to the invention may be appended to the caveat,

(their date being noted), provided they are merely amendatory of the original caveat.

The right to file a caveat extends only to citizens, or to aliens who have resided in the United States one year, and have made oath of their intention to become citizens.

INTERFERENCES.

If an inventor happens to apply for a patent when another application for a similar device is pending at the Patent Office, the two cases are declared by the Commissioner to "interfere," and each party is notified to present evidence as to the date when he first invented the thing. He who proves priority of invention receives the patent, and the other applicant is rejected.

Even after a patent has been granted, another inventor may come forward and apply for a patent for the same device; and if he can prove priority of invention the Commissioner will issue a patent to him.

INFRINGEMENTS.

The manufacture, sale, or use, of a patented article, without consent of the owner of the patent, is an *infringement*, and subjects the infringer, by injunction from the Court, to an arrest or prohibition from the employment of his machinery, shop, works, factory, and men, in the production of the article. In addition to the injunction, the infringer is liable to be mulcted in treble the amount of damages awarded by the jury. The maker, the workman, the seller, and the purchaser (if a user), are all liable, either collectively or individually. Before any injunction can be obtained, there must have been one or more trials in Court, by which the validity of the patent has been unquestionably proven.

RE-ISSUE OF A PATENT.

The law provides that whenever a patent, heretofore granted, is found to be inoperative or invalid by reason of a defective or imperfect description or claim, the error may be corrected by surrendering the original patent, and filing in new or amended papers, which are subject to examination the same as in the case of the original application. Under a re-issue the law does not allow an inventor to embrace different subject-matter than that shown in the original application. All the features to be claimed must be shown either in the original papers or model.

A re-issue does not extend the term of the original patent. If the amended claims cannot be allowed, the original patent will be returned by the Commissioner upon the order of the applicant or his attorney.

GENERAL REMARKS.

Inventions for which patents are solicited are duly classified in the Patent Office, for examination, and are taken up in their order, in classes -and not, as some suppose, in regular rotation —on "the first come first served" principle. Cases can not be thus examined, as such a system would lead to confusion. Whenever the class comes up to which the invention belongs, it will receive examination, even though the case may not have been on file more than one day, and it must wait till the class does come up, though it may be one, three, or six months. The average length of time required at present, in order to secure a patent, is from four to six weeks.

Should an inventor die before he has secured a patent for his invention, the right of applying for and obtaining such patent devolves on the administrator or executor of such person, in trust for the heirs-at-law of the deceased, if he died intestate; but if otherwise, then in trust for his devisees, in as full and ample manner, and under the same conditions, limitations, and restrictions as the same was held, obtained, or enjoyed by the inventor in his or her lifetime; and when application for a patent is made by such legal representatives, the oath or affirmation which the inventor, had he lived, would have been called upon to make to the originality of his invention, will be so varied as to be applicable to them.

Stamping or attaching the name of any patentee on any article without his authority, or attaching the words "patent" or "letters patent," or the stamp, mark, or device of any patentee, on an unpatented article, is forbidden, and subjects the party or parties so guilty to a fine of one hundred dollars for such offence.

Patentees or their assignees are required to affix the *date of the patent* on each article vended or offered for sale—thus affording to the public notice of the duration of the patent. When the article is of such a character that the name of the patentee cannot be printed or affixed thereto, it must be printed or affixed to the case or package containing it.

An inventor may take out a patent in a foreign country without forfeiting his right to a patent in the United States, provided his invention has not been in public use, with his knowledge and consent, in the United States, previous to his application.

The mere introducer of an invention from a foreign country is not entitled to a patent; the inventor only can apply for patents.

If a foreigner who takes out a patent in the United States, fails to put his invention on sale in the United States, on reasonable terms, within eighteen months, the patent for the same becomes void.

Money sent *to* the Patent Office by "mail" is at the risk of the sender; and all money sent *from* the office by that medium is also at the risk of the person who desires to have it forwarded to him in that way.

Joint inventors are entitled to a joint patent; but neither can obtain one separately.

Inventors who send descriptions of their inventions to the Patent Office, for the purpose of learning whether they are new, only give themselves useless trouble, as no answers will be returned. Examinations of descriptions of new inventions are only made when applications are presented for Letters Patent.

Form of Petition for a Patent.

To the Commissioner of Patents:

THE petition of A. B., of ——, in the county of ——, and State of ——, respectfully represents: That your petitioner has invented a new and improved mode of preventing steam-boilers from bursting, which he verily believes has not been known or used prior to the invention thereof by your petitioner. He therefore prays that Letters Patent of the United States may be granted to him therefor, vesting in him, and his legal representatives, the exclusive right to the same, upon the terms and conditions expressed in the Act of Congress in that case made and provided; he having paid fifteen dollars into the Treasury of the United States, and complied with the other provisions of the said Act.

Form of Petition for a Caveat.

To the Commissioner of Patents:

THE petition of A. B., of ——, in the county of ——, and State of ——, respectfully represents: That your petitioner has invented a new and improved mode of preventing steam-boilers from bursting; and that he is now engaged in making experiments for the purpose of perfecting the same, preparatory to his applying for Letters Patent therefor. He therefore prays that the subjoined description of his invention may be filed as a Caveat in the Confidential Archives of the Patent Office, agreeable to the provisions of the Act of Congress in that case made and provided; he having paid ten dollars into the Treasury of the United States, and otherwise complied with the requirements of the said Act.

Specification.

To all whom it may concern:

BE it known, that I, A. B., of ——, in the county of ——, and

State of ——, have invented a new and improved mode of preventing steam-boilers from bursting; and I do hereby declare, that the following is a full and exact description of the same:

The nature of my invention consists in providing the upper part of a steam-boiler with an aperture, in addition to that for the safety-valve, which aperture is to be closed by a plug, or disk, of alloy, which will fuse at any given degree of heat, and permit the steam to escape, should the safety-valve fail to perform its functions. To enable others skilled in the art to make and use my invention, I will proceed to describe its construction and operation: I construct my steam-boiler in any of the known forms, and apply thereto gauge-cocks, a safety-valve, and the other appendages of such boilers; but in order to obviate the danger arising from the adhesion of the safety-valve, and from other causes, I make a second opening in the top of the boiler, similar to that made for the safety-valve, as shown at A, in the accompanying drawing; and in this opening I insert a plug, or disk, of fusible alloy, securing it in its place by a metal ring and screws, or otherwise. This fusible alloy, I in general compose of a mixture of lead, tin, and bismuth, in such proportions as will insure its melting at a given temperature, which must be that to which it is intended to limit the steam, and will, of course, vary with the pressure the boiler is intended to sustain. I surround the opening containing the fusible alloy, by a tube, B, intended to conduct off any steam which may be discharged therefrom. When the temperature of the steam in such a boiler rises to its assigned limit, the fusible alloy will melt, and allow the steam to escape freely, thereby securing it from all danger of explosion. What I claim as my invention, and desire to secure by Letters Patent, is the application to steam-boilers of a fusible alloy, which will melt at a given temperature, and allow the steam to escape, as herein described, using any metallic compound which will produce the intended effect.

Witness, E. F. A. B.
G. H.

Specification of a Machine.

[*Where the specification is of an improvement, the original invention should be disclaimed, and the claim confined entirely to the improvement.*]

To all whom it may concern:

Be it known, that I, A. B., of ——, in the county of ——, and State of ——, have invented a new and useful machine for —— [*state the use and title of the machine; if the application is for an improvement, it should read thus:* a new and useful improvement on a (*or*, on the) machine, etc.]: and I do hereby declare

that the following is a full, clear, and exact description of the construction and operation of the same, reference being had to the annexed drawings, making a part of this specification, in which figure 1 is a perspective view; figure 2, a longitudinal elevation; figure 3, a transverse section, etc. [Describe all the sections of the drawings, and refer to the parts by letters. Then give a detailed description of the construction and operation of the machine, and conclude with the claim, which should express the nature and character of the invention, and identify the part or parts claimed, separately, or in combination.]

Witness, C. D. A. B.
E. F.

Oath to accompany the Specification.

COUNTY OF ——, STATE OF ——, *ss.*

ON this —— day of ——, 18—, before the subscriber, a Justice of the Peace in and for the said county, personally appeared the within-named A. B., and made solemn oath (*or*, affirmation) that he verily believes himself to be the original and first inventor of the mode herein described for preventing steam-boilers from bursting: and that he does not know, or believe, that the same was ever before known or used; and that he is a citizen of the United States.

J. K., Justice of the Peace.

Petition for a Patent on a Design.

To the Commissioner of Patents:

THE petition of A. B., of the town of ——, and county of ——, in the State of ——, respectfully represents: That your petitioner has invented or produced a new and original design or figure, to be stamped or printed on fabrics, which, when thus printed, are termed ginghams, which he verily believes has not been known prior to the invention or production thereof by your petitioner. He therefore prays that Letters Patent of the United States may be granted to him therefor, vesting in him and his legal representatives the exclusive right to the same, upon the terms and conditions expressed in the Act of Congress in that case made and provided; he having paid —— dollars into the Treasury, and complied with the other provisions of the said Act. A. B.

Best Mode of Remitting Fees.

The Government fees may be sent by express or postal order,

payable to the order of the Commissioner of Patents in Washington, D. C. The fees should be forwarded at the same time the model and papers are sent.

Petition for a Re-issue.

To the Commissioner of Patents:

THE petition of A. B., of ——, in the county of ——, and State of ——, respectfully represents; That he did obtain Letters Patent of the United States, for an improvement in the steam engine, which Letters Patent are dated on the —— day of ——, 18—; that he now believes that the same is inoperative and invalid, by reason of a defective specification, which defect has arisen from inadvertence and mistake. He therefore prays that he may be allowed to surrender the same, and requests that new Letters Patent may issue to him for the same invention, for the residue of the period for which the original patent was granted, under the amended specification herewith presented; he having paid thirty dollars into the Treasury of the United States, agreeably to the requirements of the Act of Congress, in that case made and provided.

A. B.

Assignment of a Patent Right.

WHEREAS, Letters Patent, bearing date the —— day of ——, A. D. 18—, were granted and issued by the government of the United States, under the seal thereof, to A. B., of, etc., for an improvement in machinery, for [here insert the design or object of the invention, together with a general description of the same], a more full and particular description whereof is annexed to the said Letters Patent, in a schedule, by which Letters Patent, the full and exclusive right and liberty of making and using the said invention, and of vending the same to others to be used, was granted to the said A. B., his heirs, executors, administrators, and assigns, for the term of fourteen years from the date thereof: Now, therefore, this indenture witnesseth: That I, the said A. B., for and in consideration of the sum of —— dollars, to me in hand paid, by C. D., of, etc., the receipt whereof is hereby acknowledged, have granted, assigned, and set over, and by these presents do grant, assign, and set over, unto the said C. D., his executors, administrators, and assigns, the said Letters Patent, and all my right, title, interest, in and to the said invention, so granted unto me; to have and to hold the said Letters Patent and invention, unto the said C. D., his executors, administrators, and assigns, in as full and ample a manner, to all intents

and purposes, as I might have or hold the same were these presents not executed, for and during the rest and residue of the said term of fourteen years.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, 18—.

In presence of } A. B. [L. S.]
G. H.
E. F. }

Assignment of the Right in a Patent for One or More States.

WHEREAS, I, A. B., of ——, in the county of ——, and State of ——, did obtain Letters Patent of the United States, for certain improvements in ——, which Letters Patent bear date the —— day of ——, 18—; and whereas, C. D., of ——, aforesaid, is desirous of acquiring an interest therein: Now this indenture *witnesseth:* That for and in consideration of the sum of —— dollars, to me in hand paid, the receipt whereof is hereby acknowledged, I have assigned, sold, and set over, and do hereby assign, sell, and set over, all the right, title, and interest, which I have in the said invention, as secured to me by said Letters Patent, for, to, and in, the several States of ——, ——, and ——, and in no other place or places: the same to be held and enjoyed by the said C. D., for his own use and behoof, and for the use and behoof of his legal representatives, to the full end and term for which the said Letters Patent are or may be granted, as fully and entirely as the same would have been held and enjoyed by me, had this assignment and sale not have been made.

In witness, etc., [*as in Assignment of a Patent.*]

Assignment before Obtaining Letters Patent.

WHEREAS, I, A. B., of ——, in the county of ——, and State of ——, have invented certain new and useful improvements in ——, for which I am about to make application for Letters Patent of the United States; and whereas, C. D., of ——, aforesaid, has agreed to purchase from me all the right, title, and interest, which I have, or may have, in and to the said invention, in consequence of the grant of Letters Patent therefor, and has paid to me, the said A. B., the sum of —— dollars, the receipt of which is hereby acknowledged: Now this indenture *witnesseth:* That for and in consideration of the said sum to me paid, I have assigned and transferred, and do hereby assign and transfer, to the

said C. D., the full and exclusive right to all the improvements made by me, as fully set forth and described in the specification which I have prepared and executed, preparatory to the obtaining of Letters Patent therefor. And I do hereby authorize and request the Commissioner of Patents to issue the said Letters Patent to the said C. D., as the assignee of my whole right and title thereto, for the sole use and behoof of the said C. D, and his legal representatives.

In witness, etc., [*as in Assignment of a Patent.*]

Schedule of Patent Fees.

On filing each Caveat	$10
On filing each application for a Patent, except for a design	15
On issuing each original Patent	20
On appeal to the Examiners-in-Chief	10
On appeal to Commissioner of Patents	20
On application for Re-issue	30
On application for Extension of Patent	50
On granting the Extension	50
On filing Disclaimer	10
On filing application for Design, three and a half years	10
On filing application for Design, seven years	15
On filing application for Design, fourteen years	30

The duration of all patents now granted is SEVENTEEN years, except Design Patents, which vary in their terms, as specified.

Foreign Patents.

AMERICAN inventors should bear in mind that, as a general rule, any invention which is valuable to the patentee in this country, is worth equally as much in England and some other foreign countries. Four patents—American, English, French, and Belgian—will secure an inventor exclusive monopoly to his discovery among *one hundred millions* of the most intelligent people in the world. The facilities of business and steam communication are such that patents can be obtained abroad by our citizens almost as easily as at home.

It is generally much better to apply for foreign patents *simultaneously* with the application here; or, if this cannot be conveniently done, as little time as possible should be lost after the patent is issued, as the laws in some foreign countries allow patents to any one who first makes the application, and in this

way many inventors are deprived of valid patents for their own inventions. Many valuable inventions are yearly introduced into Europe from the United States, by parties ever on the alert to pick up whatever they can lay their hands upon that may seem useful.

Models are not required in any European country, but the utmost care and experience are necessary in the preparation of the specifications and drawings

When parties intend to take out foreign patents, engravings should not be published until the foreign applications have been made.

[Persons dersiring other information concerning the procuring of Letters Patent than is contained in the laws and practice given above, can obtain all such advice, free of charge, by addressing Messrs. Munn & Co., Editors of the *Scientific American*, 37 Park Row, New York City.

Messrs. Munn & Co. have been engaged as solicitors of patents for nearly a quarter of a century, and their facilities are most complete for doing all kinds of patent business. More than *one-third* of all the patent business of the United States is transacted by this firm, and *almost all* of the patents annually obtained by American citizens in foreign countries are procured through Messrs. Munn & Co., who have reliable agencies in London, Paris, and all the principal European capitals. Any letters of inquiry in regard to the law or practice of the Patent Office they will cheerfully answer, without charge; they also examine models and drawings of new inventions, and render advice as to the prospects of obtaining patents, etc., free of expense.]

HIGHWAYS.

It is the duty of Commissioners of Highways to give directions for the repairing of all roads and bridges in their respective towns; to regulate the roads already laid out, and to alter such of them as they may deem inconvenient, to divide each of their towns into road districts, and to assign each road district to such of the inhabitants liable to work on highways as they may think proper, having due regard to proximity of residence as near as may be;

to require the overseers of highways to warn all persons assessed to work on highways to come and work thereon; to discontinue all old roads that may appear to them on the oaths of twelve freeholders, to have become unnecessary; to lay out on actual survey, such new roads as they may deem essential to the public weal; and to cause mile-boards or stones to be erected on such post and other public roads as they may think expedient.

It is the duty of overseers of highways to repair and keep in order all highways in their respective districts; to warn all persons assessed to work on the same; to cause all noxious weeds on each side of the highway to be cut down and destroyed, once every six months; to cause all loose stones on the beaten track of the highway to be removed; to keep up and renew the mile-stones and guide-posts; and, when occasion demands, to make a second assessment, in addition to that made by the commissioners, on the residents in the town for the maintenance in order of the roads.

Every person owning or occupying land in the town in which he or she resides; every male inhabitant over twenty-one years, and all moneyed or stock corporations, are subject to assessment for highway labor. Commissioners are authorized to credit all persons living on private roads, and working the same, so much on their assessments as they may deem necessary, or to annex the same to some highway district.

Any person liable to highway labor may commute for the same in whole or in part, at the rate of one dollar per day, to be paid within twenty-four hours after receiving the notice to appear and work.

Persons assessed to highway labor are entitled to twenty-four hours' notice. No resident can be compelled to work on any highway except in the district where he resides, unless upon his application the commissioners consent that he may apply his work in some district where he has land.

Every person refusing or neglecting to appear and work when notified by the highway overseer is subject to a fine of one dollar for each day, and twelve and a half cents for every hour any person or his substitute may be delinquent. Every individual or substitute remaining idle, or not working faithfully or hindering others from work, is subject to a fine of one dollar for each offence.

Overseers are empowered to require from assessed persons having the same, a cart, wagon, or plough, with a pair of horses or oxen, and a person to manage them; if he furnish them, according to order, he will be entitled to a credit of three days for each day's service therewith. If he fail to furnish them, he is liable to a fine of three dollars per day for each day that he may be assessed. If, however, the delinquent can give the overseer a satisfactory excuse for his non-compliance with the order, the latter has power to remit the fine.

Ministers of the gospel, paupers, and lunatics, are exempt from highway labor. The whole number of days' work to be assessed by the Commissioners must be equal to at least three times the number of taxable inhabitants in the town; and every male inhabitant over twenty-one years must be assessed at least one day; the remainder of the work must be apportioned upon the real and personal estate of every inhabitant, as the same may appear in the last assessment roll of the town, and upon each tract or parcel of land owned by non-residents.

Commissioners cannot lay out a road through any orchard of four years' growth, or more; nor through a garden cultivated four years or more; nor through any buildings, or fixtures for the purpose of trade or manufactures, nor any yards or other enclosures necessary for their use; nor through any enclosed or cultivated lands, without the consent of the owner or owners thereof, or on the oaths of twelve freeholders to the public necessity of the same.

No private road can be laid out over the lands of any person, without his consent or the decision of a jury.

When a Commissioner of Highways has determined to lay out a new highway, or to alter or discontinue an old road, he must file such determination in writing at the office of the Town Clerk.

Any person aggrieved by any determination of the Commissioner of Highways, either in laying out, altering, or discontinuing any road, or in refusing to lay out, alter, or discontinue any road, may, at any time within sixty days after the Commissioner's determination shall have been filed, appeal to the Judge of the county, who shall appoint three disinterested freeholders, residents of the county, but not of the town, to hear and determine the appeal.

When a public highway has been transferred to a plank-road

company, and the interest of the public road is paid for, the company succeeds to all the rights of the Town Commissioners relative to making repairs.

Assessment of Highway Labor.

TOWN OF ———, ——— COUNTY, *ss.*

At a meeting of the Commissioners of Highways of the town of ———, held in said town on the ——— day of ———, J. C., H. D. and T. J., the said Commissioners, having proceeded to ascertain, estimate, and assess the highway labor to be performed in their town for the ensuing year, [if only two of them will agree to the assessment roll as prepared, then insert, "the undersigned, two of the said Commissioners"—*the decision of the majority is sufficient,*] have made out the estimate and assessment for road district No. —, in said town, as follows:

[Or if only two of the Commissioners were present at the assessment, then, instead of the preceding, say,] The undersigned, two of the Commissioners of Highways of the town of ———, having met in said town on the ——— day of ———, and proceeded to ascertain, estimate, and assess the highway labor to be performed in their town for the ensuing year, all the Commissioners of Highways of said town having been duly notified to attend the said meeting of the Commissioners for the purpose of deliberating thereon, have made out the estimate and assessment for road district No. —, in said town as follows:

First, The inhabitants of said town assigned to said road district are assessed ar follows, to wit:

NAMES.		NAMES.	
A. C.	1 day.	X. Y.	2 days.
D. E.	3 days.	L. M.	10 days.

Second, The lands owned by non-residents of said town, and situate therein, are assessed as follows, to wit:

Owner's name.	Description of Land.	Value.	Assessment.
John Jones.	Lot No. ——.	$1,000	Four days.

In witness whereof, we have hereto subscribed our names, this —— day of ——, 18—.

J. C.
H. D. } Commissioners.
T. J.

Additional Assessment by an Overseer.

The quantity of labor assessed on the inhabitants of road district No. ——, in the town of ——, being by me, the undersigned, Overseer of Highways in said district, deemed insufficient to keep the roads therein in repair, I do therefore, in pursuance of the provis-

sions of the statute in such cases made, hereby make a further assessment, as follows, to wit:

NAMES.		NAMES.	
A. B.	2 days.	X. Y.	4 days.
E. F.	1 day.	L. M.	5 days.

Dated the —— day of ——, 18—. C. D. Overseer.

Appeal to three Judges,

BY NON-RESIDENT OWNER OF LANDS, OR HIS AGENT, FROM THE ASSESSMENT BY COMMISSIONERS.

—— COUNTY, TOWN OF ——, *ss.*

A. B., a non-resident owner of lands in said town, considering [*or*, A. B., agent of C. D., a non-resident owner of lands in said town, who considers] himself aggrieved in the assessment for highway labor by the Commissioners of Highways of said town, upon the following described lands, to wit: [*here insert the description, as in the list or statement made by the Commissioners,*] doth hereby appeal from the assessment of said Commissioners to ——, ——, and ——, three of the Judges of the Court of Common Pleas of said county of ——. Dated this —— day of ——, 18—.

A. B.

Notice by the Owner or his Agent,

TO THE COMMISSIONERS, OF THE PRECEDING APPEAL.

To J. C., H. D., and T. J., Commissioners of Highways of the Town of ——.

You are hereby notified, that considering myself aggrieved by your assessment for highway labor of the land owned by me in said town, I have this day appealed to ——, ——, and ——, three of the Judges of the Court of Common Pleas of the county of ——, who will convene at ——, on the —— day of ——, at —— o'clock in the ——noon, to decide on said appeal. Dated the —— day of ——, 18—.

Yours, &c. A. B.

Notice by the Overseer as to Non-resident Lands.

I, the undersigned, Overseer of Highways for road district No. ——, in the town of ——, do hereby give notice, That the labor assessed on the several tracts of land hereafter mentioned, which have been assessed as owned by non-residents, is to be performed on the —— day of —— next, on the highway of said district, be-

tween the dwelling-houses of —— and ——, and the owners of said land, or their agents, are hereby required to cause the said labor to be performed accordingly.

Owners' names.	Description of Land or Tract.	Assessment.

Dated the —— day of ——, 18—. A. B., Overseer

Complaint by an Overseer to a Justice,

AGAINST A PERSON FOR REFUSING TO WORK.

A. B., Overseer of Highways for road district No. ——, of the town of ——, in the county of ——, on oath makes complaint to T. R., a Justice of the Peace of said town, That he gave to C. D., who resides in the said district, and is assessed to work on the highways therein, twenty-four hours previous notice to appear with a hoe, on the —— day of ——, instant, at eight o'clock in the forenoon, at the dwelling-house of ——, for the purpose of working on the highways in said district, under the direction of said A. B., as overseer. And that the said C. D. *neglected to appear either in person, or by an able-bodied man as a substitute*, or to pay the commutation money for said work nor has he rendered any excuse for such neglect. A. B.

Subscribed and sworn, the —— day of ——, before me,
T. R., Justice of the Peace.

[*Or*, in lieu of the words in italics, if the case require it, the following may be inserted: Appeared pursuant to notice, but worked only four hours, and then departed. *Or*, Appeared pursuant to notice, but remained idle, *or* did not work faithfully, *or* hindered others from working.]

Complaint by an Overseer to a Justice,

AGAINST A PERSON FOR NEGLECTING TO FURNISH A TEAM.

—— COUNTY, TOWN OF ——, *ss.*

A. B., Overseer of Highways for road district No. ——, in said town, on oath makes complaint to T. R., a Justice of the Peace of said town, That he gave to C D, who resides in the said district, and is assessed to work three days [*or* more] on the highways therein, and has a cart, [*or* wagon, *or* plough, as the case may be,] with a pair of horses, [*or* oxen,] and a man to manage them, and who has not commuted for his said assessment, twenty-four hours' previous notice, to furnish, on the —— day of ——, at —— o'clock in the forenoon, at the dwelling-house of ——, a cart with a pair of horses, [*or*, as the case may be,] and a man to manage them, for the purpose of working one day on the highways of said district, under the direction of the said A. B. as overseer; and the

said C. D. neglected to furnish said horses and cart, and a man to manage them, or to pay the commutation money for said work; nor has he rendered any excuse for such neglect. A. B.

Sworn, &c., [*as in Complaint by an Overseer to a Justice, against a Person for refusing to work.*

Summons by a Justice.

—— County, Town of ——, *ss.*

To any Constable of said Town, greeting:

Whereas, complaint hath been made to me, the undersigned, a Justice of the Peace in and for said town, by A. B., Overseer of Highways for road district No. ——, in said town, That C. D., &c. [*recite the complaint.*] You are, therefore, in the name of the People of the State of ——, hereby commanded to summon the said C. D. forthwith to appear before me, at my office in said town, to show cause why he should not be fined according to law for such refusal or neglect, as in said complaint is alleged against him.

Given under my hand, this —— day of ——, 18—.

T. R., Justice of the Peace.

Complaint to the Commissioners of Highways,

AGAINST AN OVERSEER FOR NEGLECT OF DUTY.

To the Commissioners of Highways of the Town of ——.

The complaint of A. B., a resident of the town of —— aforesaid, respectfully showeth, That C. D., the Overseer of Highways for road district No. ——, in said town, has neglected and refused to warn the following persons, to wit: G. H., J. K., and L. M., to work on the highways in said district, after having been required to do so by the Commissioners, or one of them. And the said A. B., hereby requires the Commissioners of Highways aforesaid to prosecute the said C. D. for the said offence. Dated the —— day of ——, 18—. A. B.

Application to Commissioners to lay out New Road.

To the Commissioners of Highways of the Town of ——, in the County of ——.

The undersigned, a person liable to be assessed for highway labor in said town, and residing therein, doth hereby make application to you to lay out a new road of the width of three rods through land not enclosed, improved, or cultivated, [*or,* through lands not enclosed, improved, or cultivated, excepting as to lands of P. Q., who consents to the laying out of said road, and has signified the same by signing this petition,] Beginning at, &c., [describ-

ing the road by courses and distances, or such objects and boundaries as shall make the route sufficiently definite and certain.]

P. Q.

Order of Commissioners to lay out a Highway.

—— COUNTY, TOWN OF ——, *ss.*

AT a meeting of the Commissioners of Highways of the town of ——, in the county of ——, at ——, in said town, on the —— day of ——, all the said Commissioners having met and deliberated on the subject embraced in this order, It is ordered and determined by the said Commissioners, that a highway be laid out in the said town, of the width of four rods, on the application of A. B., and by the consent of P. Q., through whose improved land the said highway is to pass for a part of the distance; the residue of said highway being through lands not enclosed, improved or cultivated. And the said Commissioners have caused a survey thereof to be made, as follows: The centre line of said highway is to begin at ——, and to run thence, &c. [Here insert the survey.]

In witness, &c., [*as in Assessment of Highway Labor.*]

Application to alter a Road.

To the Commissioners of Highways of the Town of ——, in the County of ——.

WE, the undersigned, R. S. and T. W., residents of said town, and liable to be assessed for highway labor therein, do hereby make application to you, the said Commissioners, to alter the highway leading from the house of G. H. to the house of P. Q., in said town, as follows: [Insert a description of the proposed alteration by courses and distances, or by objects and boundaries, so as to render it sufficiently certain and definite.] The proposed alteration passes through lands which are not improved, enclosed, or cultivated, [*or*, passes through the improved land of R. S. and T. W., who consent thereto.] Dated the —— day of ——, 18—.

R. S.
T. W

Order of the Commissioners to alter a Highway.

—— COUNTY, TOWN OF ——, *ss.*

AT a meeting of the Commissioners of Highways of the town of ——, in the county of ——, at ——, in the said town, on the —— day of ——, all the said Commissioners having met and deliberated on the subject embraced in this order, It is ordered and determined by the said Commissioners, upon the application and by the consent of R. S. and T. W., through whose lands the alter-

ation hereafter described is to be made, that the highway leading from the house of G. H., to the house of P. Q., in said town, be altered according to the following survey, which the Commissioners have caused to be made thereof, as follows, to wit: The centre line of the alteration is to begin at the centre of the present high way, opposite the northerly corner of the barn of the said R. S., and to run thence [here include the whole survey], and that the said alteration be of the width of —— rods.

In witness, &c., [*as in Assessment of Highway Labor.*]

Application to lay out a Highway,

THROUGH IMPROVED LAND, WITHOUT THE CONSENT OF THE OWNER

To the Commissioners of Highways of the Town of ——, in the County of ——.

THE undersigned, resident of the said town, and liable to be assessed for highway labor therein, hereby makes application to you, the said Commissioners, to lay out a highway in said town, commencing at, &c., [here insert a description by courses and distances, or by objects and boundaries, so as to render the proposed route sufficiently certain and definite,] which said highway will pass through the improved [*or* enclosed, *or* cultivated] lands of P. Q. and R. S., who do not consent to the laying out of the same

Dated the ——— day of ———, 18—.

A. B.

Notice of Application, and of the Meeting of Freeholders,

WHEN THE INTENDED HIGHWAY IS THROUGH IMPROVED LAND.

NOTICE is hereby given, that the undersigned has made application to the Commissioners of Highways of the town of ——, in the county of ——; for the laying out of a highway, commencing, &c., [*insert description as in the Application,*] and which highway will pass through a lot of improved meadow land of P. Q., and a lot of improved pasture land of R. S. And that on the —— day of ——, at —— o'clock, in the ——noon, at ——, in said town, twelve freeholders duly qualified for that purpose, will meet to examine the ground, and to certify with respect to the necessity and propriety of such highway. Dated at the town of ——, this —— day of ——, 18—

A. B.

Affidavit of Affixing the Notice of Application.

—— COUNTY, TOWN OF ——, *ss.*

A. B., of —— in said county, being duly sworn, saith, That he caused notices in writing, of which the within is a copy to be

posted up at three of the most public places in said town, on the —— day of ——, being six days before the time specified therein for the meeting of the freeholders. A. B.

Sworn and subscribed before me, this —— day of ——, 18——.

J. J., Commissioner of Deeds

Certificate of Freeholders.

(A copy of the notice, and of the affidavit of posting, is to be attached to this.)

—— COUNTY, TOWN OF —— *ss.*

WE, the undersigned, twelve reputable freeholders of the said town, not interested in the lands through which the road described in the annexed notice is to be laid, nor of kin to any owner thereof, having appeared at the time and place specified in said notice, and having been duly sworn, well and truly to examine and certify in regard to the necessity and propriety of the highway applied for; and having proceeded to, and personally examined the route, of such highway, and heard all reasons that were offered for and against laying out the same, do hereby certify that we are of opinion, that the highway applied for, and described in the annexed notice, is necessary and proper.

In witness whereof, we have hereto subscribed our names, this —— day of ——, in the year 18—. A. H. &c., &c.

Notice by Commissioners to the Occupant,

OF LAND THROUGH WHICH THE ROAD IS TO RUN.

—— COUNTY, TOWN OF ——, *ss.*

To ——

YOU will take notice, that on the —— day of ——, at — o'clock, in the —— NOON, at the house of ——, in the town of ——, we, the undersigned Commissioners of Highways of the town of —— and county of ——, will meet to decide on the application of A. B., for the laying out, &c., [*as in Application,*] twelve qualified freeholders having certified that the road is necessary and proper. Dated the —— day of ——, 18—

In witness, &c., [*as in Assessment of Highway Labor.*]

Certificate by Commissioners,

OF LAYING OUT A ROAD THROUGH IMPROVED LAND.

—— COUNTY, TOWN OF ——, *ss.*

AT a meeting of the Commissioners of Highways of the town of —— in the county of ——, at ——, in the said town on the ——

day of ——, upon the application of A. B., a resident in said town, and liable to be assessed to work on the highways therein, for the laying out of the highway hereafter described, and on the certificate of twelve reputable freeholders of said town, convened and duly sworn after due public notice, as required by the statute, certifying that such highway is necessary and proper. And notice in writing of at least three days having been given in due form of law to P. Q. and R. S., occupants of the lands through which the highway hereafter described is to run, that the undersigned Commissioners would meet at this time and place, to decide on the application aforesaid, and the undersigned having heard all reasons offered for and against laying out such highway, It is ordered, determined, and certified, that a public highway shall be, and the same hereby is laid out pursuant to said application, whereof a survey hath been made, and is as follows, to wit: Beginning, &c., [as in the survey,] and the line of the said survey is to be the centre of said highway, which is to be —— rods in width.

In witness, &c., [*as in Assessment of Highway Labor.*]

Order of Commissioners,

REFUSING TO LAY OUT OR ALTER A HIGHWAY.

—— COUNTY, TOWN OF ——, *ss.*

AT a meeting of the Commissioners of Highways of the town of ——, in the county of ——, at ——, in the said town, on the —— day of ——, all the said Commissioners having met and deliberated on the subject matter of this order, [*or*, if but two of the Commissioners met, say, all the said Commissioners having been duly notified to attend the said meeting for the purpose of deliberating on the subject matter of this order,] It is hereby ordered and determined, that the application of A. B., dated the —— day of ——, for the laying out [*or*, altering] of the highway therein mentioned, be, and the same hereby is denied and refused.

In witness, &c., [*as in Assessment of Highway Labor.*]

Agreement as to Damages.

—— COUNTY, TOWN OF OF ——, *ss.*

IT is hereby agreed between the Commissioners of Highways of the town of ——, of the one part, and P. Q., of the other part, that the damages sustained by the said P. Q., by reason of the laying out and opening of a highway through the lands of the said P. Q., on the application of A. B. and others, by order of the Commis

sioners, dated the —— day of ——, be fixed and liquidated at the sum of $ ——.

Witness our hands, this —— day of ——, 18—. P. Q.

J. C.
H. D. } Commissioners
T. J.

Release of Damages by Owner of Land.

I do hereby release to the town of ——, all claim to damages by reason of the laying out and opening of a highway through my lands, by order of the Commissioners of Highways, dated the —— day of ——.

In witness whereof, I have hereunto set my hand and seal, this —— day of ——, 18—. P. Q. [L. S]

Warrant by two Justices to Summon a Jury

TO ASSESS DAMAGES SUSTAINED BY OWNERS OF LAND.

—— COUNTY, TOWN OF ——, *ss.*

To any Constable of the Town of ——, in said County, greeting.

On the application of the Commissioners of Highways of the said town of ——, (*or*, on the application of P. Q.,) to us, the undersigned, two Justices of the Peace, residing in the town of ——, aforesaid, you are hereby directed, in the name of the People of the State of ——, to summon twelve disinterested freeholders, residing in some town of said county other than the town of ——, aforesaid, and not of kin to P. Q., to appear at ——, in the said town of ——, on the —— day of —— next, at — o'clock, in the ——noon, to assess the damages sustained by the said P. Q., by the laying out of a highway through his improved land, by order of the Commissioners of Highways of the said town of —— dated the —— day of —— last. And have you then there the names of the jurors, and this warrant.

Given under our hands, this —— day of ——, 18—.

A. R. } Justices of the Peace.
D. H.

Verdict of Jury,

ASSESSING DAMAGES SUSTAINED BY THE OPENING OF A NEW ROAD

—— COUNTY, TOWN OF ——, *ss.*

WE, the undersigned, freeholders of said county, neither residents of ——, nor of kin to P. Q., being the jury summoned, drawn, and sworn to assess the damages sustained by the said P. Q., by reason of the laying out and opening of a road through his enclosed

and, in pursuance of the order of the Commissioners of Highways of said town of ——, bearing date the —— day of ——, in the year ——, after having viewed and examined the premises, determine and assess the said damages of the said P. Q. at —— dollars.

Given under our hands, this —— day of ——, 18—.

L. M., &c., Jurors.

Application for a Private Road.

To the Commissioners of Highways of the Town of ——, in the County of ——:

I, the undersigned, a resident of said town, and liable to be assessed for highway labor, do hereby make application to you, the said Commissioners, to lay out a private road for my use, commencing, &c., [*insert a description of the road applied for, sufficiently certain and definite,*] passing through the lands of P. Q., of said town.

Dated the —— day of ——, 18—. A. B

Notice the Owner or Occupant of the Premises,

UPON AN APPLICATION FOR A PRIVATE ROAD.

To P. Q., of the Town of ——, in the County of ——:

SIR: I, the undersigned, have applied to the Commissioners of Highways of said town to lay out a private road, for my use, through your lands, (*or*, through lands of which you are the occupant,) and you are hereby notified that twelve disinterested freeholders will meet on the —— day of ——, instant, at 12 o'clock at noon, at the house of ——, in said town, to be sworn, and to proceed to view the lands through which the road is applied for, and to determine whether it is necessary. Dated the —— day of ——, 18—. Yours, &c., A. B.

Certificate of Jury,

UPON APPLICATION FOR A PRIVATE ROAD.

WE, the undersigned, being disinterested freeholders of the town of ——, in the county of ——, having met on the —— day of ——, in the year ——, at ——, in said town and having been duly sworn well and truly to examine and certify with regard to the necessity and propriety of the road described in the annexed application of A. B., and having viewed the lands through which it is proposed to be made, do certify, that, in our opinion, it is necessary and proper to lay out a private road, for the use of the said A. B, pursuant to his said application.

Given, &c., [*as in Verdict of Jury assessing damages sustained by the opening a new road*]

Order of Commissioner to lay out a Private Road.

—— COUNTY, TOWN OF ——, *ss.*

UPON the application of A. B., for the laying out of the private road hereafter described, and on the certificate of twelve reputable freeholders of said town, convened and duly sworn, after due notice to the owner [*or* occupant] of the lands through which said road is to pass, as required by the statute, certifying that such road was necessary: It is therefore ordered and determined, that a private road he laid out for the use of the said A. B., pursuant to his application, the courses and distances whereof, according to a survey thereof which the said Commissioners have caused to be made, are as follows: [*Insert the survey.*] And it is further ordered, that the line above described shall be the centre of said road, and that said road shall be of the width of —— rods.

In witness, &c., [*as in Assessment of Highway Labor.*]

Application for the Discontinuance of an Old Road.

To the Commissioners of Highways of the Town of ——, in the County of ——.

THE undersigned, a resident of said town, liable to be assessed for highway labor, hereby make application to you for the discontinuance of the old road in said town, commencing, &c., [*describe the road,*] on the ground of its having become useless and unnecessary. Dated the —— day of ——, 18—. A. R.

Certificate of Freeholders,

UPON APPLICATION FOR THE DISCONTINUANCE OF AN OLD ROAD.

WE the undersigned, disinterested freeholders of the town of —— having met at ——, on this —— day of ——, in pursuance of the summons of the Commissioners of Highways of said town, in order to examine and certify in regard to the propriety of discontinuing the road described in the annexed application, and after being duly sworn, and having viewed said road, do certify that the same is in our opinion useless and unnecessary.

Given, &c., [*as in Verdict of Jury assessing Damages sustained by the opening a New Road.*]

Order of Commissioners to discontinue a Road.

—— COUNTY, TOWN OF ——, *ss.*

UPON the application of A. B., of said town, for the discontinuance of the road hereinafter described, and on the certificate of twelve disinterested freeholders, duly summoned and sworn, who have in due form certified that said road is useless and unnecessary, and the Commissioners having caused a survey of said road to be made as follows, to wit: [*here insert the survey,*] It is ordered and determined by the said Commissioners, that the said road be, and the same hereby is discontinued.

In witness, &c., [*as in Assessment of Highway Labor.*]

Appeal to three of the Judges

OF THE COURT OF COMMON PLEAS OF THE COUNTY, TO BE ANNEXED TO A COPY OF THE ORDER APPEALED FROM.

To A. B., J. K., and L. M., three of the Judges of the Court of Common Pleas of the County of ——.

CONCEIVING myself aggrieved by the determination of the Commissioners of Highways of the town of ——, in said county, contained in the order of which a copy is hereto annexed, I do hereby appeal to you therefrom.

This appeal is brought to reverse the determination of the Commissioners entirely, on the ground that the laying out of said high way is unnecessary, inexpedient, and improper.

[*Or,* This appeal is brought to reverse so much of the determination of the Commissioners, as directs the said road to be laid out four rods wide, instead of three rods wide.]

Made and signed by me, this —— day of ——, 18—. A. B

Notice by Judges to Commissioners of the Appeal.

To J. C., H. D., and T. J., Commissioners of Highways of the Town of ——, in the County of ——.

TAKE notice, that A. B. has appealed to us, the undersigned, three of the Judges of the Court of Common Pleas of the county of ——, from your determination contained in your order, dated the —— day of —— last, laying out [*or* altering, *or* discontinuing,] the highway therein mentioned, and that we shall meet on the —— day of ——, instant, at —— o'clock, in the —— noon, at the house of ——, in said town, to hear and decide the said appeal

Dated the —— day of —— 18—.

Yours, &c.,

A. B. } Judges of the Court
J. K. } of Common Pleas of
L. M. } —— County

Notice by Judges,

TO ONE OR MORE OF THE APPLICANTS OF THE APPEAL.

To C. D. and E. F.:

TAKE notice, that A. B. has appealed to us, the undersigned, three of the Judges of the Court of Common Pleas of the county of ——, from the determination of the Commissioners of Highways, as contained in their order dated the —— of ——, in the year ——, upon the application of yourselves and others, and that we shall meet at the house of ——, in said town, on the —— day of ——, instant, at —— o'clock in the —— noon, to hear and decide the said appeal.

Dated, &c., [*as in Notice by Judges to the Commissioners of the Appeal.*]

Decision of Judges upon the Appeal.

—— COUNTY, TOWN OF ——, *ss.*

WHEREAS, on the ——— day of ———, in the year ——, A. B., of the town of ———, in the county of ———, appealed to A. B., J. K., and L. M., three of the Judges of the Court of Common Pleas of said county, from the order and determination of the Commissioners of Highways of said town, bearing date the ——— day of ———, in the year ———, copies of which said appeal and order are hereto annexed:

And after the expiration of sixty days from the making of the said order and determination of the said Commissioners of Highways, the said Judges appointed the time and place of the hearing of the said appeal to be on the ——— day of ———, in the year ———, at the house of ——, in the said town of ——, and caused written notice of the said appeal, specifying therein that the said Judges would convene at the said time and place to hear the said appeal to be served on the said Commissioners, and upon E. F., an applicant for said order, at least eight days before the time and place of convening as aforesaid, in the manner prescribed and directed by the statute in such case made.

And the said Judges convened at the time and place mentioned in the said notice, to hear the proofs and allegations of the parties; and such proceedings were thereupon had, that having heard the said proofs and allegations, the said Judges thereupon adjudged and decided, and do adjudge and decide, that the order and determination of the Commissioners of Highways aforesaid be, and the same hereby is *reversed*, [*or*, affirmed, *as the case may be.*]

In witness, &c., [*as in Notice by Judges to the Commissioners of the Appeal.*]

CATTLE LAWS.

A DOG, in the habit of attacking passers-by, is in law a nuisance which any one is free to remove, by killing or otherwise. In case of suit, the party killing him need not prove that he was obliged to kill him in self-defence.

Any one killing a harmless or inoffensive dog, is liable in damages to the owner; but in an action to recover damages for killing a dog, the opinions of witnesses as to its value are not admissible in evidence. The jury are the judges of the animal's value. Any dog in the habit of attacking, worrying or killing sheep, or other useful animals, may be killed by order of a magistrate.

The owner of a dog is liable for all damage the animal may do to another's cattle or other property.

The owner of a stray horse or horses, or other animal or animals, is liable in damages for all injuries it or they may do to others' property. Should the owner, for the sake of avoiding the payment of the damage, disclaim ownership, the animal or animals may be sold by order of a magistrate, and the damages paid, on application, by the supervisors.

Whenever a stray animal comes upon the premises of any party, the latter should give immediate notice of the same, in writing, to the Town Clerk. If this notice is not given within ten days of the arrival of the stray, the party can recover no compensation for the keeping of the animal. It is the duty of the Town Clerk to keep a record, open for public inspection, of all such notices. The Clerk's fee for entering the notice must be paid by the party presenting it. The latter has the right to detain the animal or animals till all reasonable charges for keeping the same, together with the Clerk's fees, are paid. The Fence Viewers of the town are to decide upon the fairness of the charges. If, at the expiration of five months, no owner appear, or if he or they appear, and refuse or neglect to pay the charges, the party on whose premises the animal or animals have come, may sell the same to the highest bidder at public auction. Out of the proceeds of the sale, he may retain sufficient to pay his bill of charges; the remainder must be paid to the owner of the strays, if he demands the same; if not

demanded within twelve months of the time of sale, he loses all claim to the money, in which event the same must be paid to the Supervisor of the town within thirty days after the expiration of the year.

Assessors and Commissioners of Highways are, by virtue of their offices, Fence Viewers of the town in which they have been elected.

Fence-Viewers' Certificate

UPON THE KILLING OF SHEEP BY DOGS.

——— COUNTY, TOWN OF ———, *ss.*

UPON the application of A. B., the owner of sheep alleged to have been killed by dogs, we, the undersigned, fence-viewers of the town of ———, in the county of ———, having proceeded to inquire into the matter, and having viewed the sheep killed, and having also examined witnesses in relation thereto, do certify that we are satisfied that said sheep, three in number, were killed only by dogs, and in no other way. And we further certify, that the amount of damages sustained by the said A. B. thereby is ——— dollars, and that the value of the sheep so killed was ——— dollars

Given under our hands this ——— day of ———, in the year ———.

A. D.
D. E. } Fence-Viewers.

Affidavit, upon Application to Supervisors,

FOR THE AMOUNT OF DAMAGES.

——— COUNTY, TOWN OF ———, *ss.*

A. B., of ———, in said county, being duly sworn, saith, that he hath not been able to discover the owner or possessor of the dog by which the damages, certified in the annexed certificate of the fence-viewers of said town, has been done, (*or*, that he hath failed to recover the damages certified in the annexed certificate of the fence-viewers of said town, from the owner or possessor of the dog by which the same was done.)

Sworn before me, this ——— day of ———, in the year ———.

R. S. Justice of the Peace.

Notice to the Owner of a Dog

KILLING OR INJURING SHEEP.

To C. D.

You are hereby notified, that your black dog Towser has bitten [*or*, chased, *or* worried] my sheep, this —— day of ——, 18—; and you are hereby required to kill said dog within forty-eight hours

Dated at ———, the ——— day of ———, 18—.

Yours, &c., A. B.

Order of a Justice that a dangerous Dog be killed.

——County, Town of ——, *ss.*

Whereas, complaint has been this day made before me, by C. E., of the town of ——, in the county of ——, under oath, that a dog owned [or possessed] by G. H., of the said town of ——, on the —— day of ——, instant, attacked the said C. E., [*or*, attacked a horse in a carriage in which the said C. E. was riding; *or*, attacked a horse on which the said C. E. was mounted,] while the said C. E. was peaceably travelling on the highway in said town:

And I, the undersigned, Justice of the Peace, having given due notice of the said complaint to the said G. H., [and having heard him in relation thereto, if the fact be so,] and having inquired into the said complaint, and being satisfied of its truth, and that the said dog is dangerous, do hereby order the said G. H. to kill the said dog immediately.

Given under my hand, this —— day of ——, 18—.

J. T., Justice of the Peace.

Fence-Viewers' Certificate of Damage done by Hogs.

——County, Town of ——, *ss.*

We, the subscribers, Fence Viewers of the town of ——, in the county of ——, having been applied to by A. B., of —— aforesaid, to appraise the damages done by one white sow and six pigs, [*or*, other cattle, giving the number, kind, and description of beasts, as near as may be,] distrained by him doing damage on his lands, and having been to the place, and viewed and ascertained the damage, do certify the amount thereof to be —— dollars and —— cents, and that the fees for our services are —— dollars.

And a dispute having arisen between the said A. B, on the one part, and C. D. of the other part, touching the sufficiency of the fence along the easterly side of a field of Indian corn, which fence was shown to as by the said parties, and having heard the parties, and examined witnesses in relation thereto, we decide that the said fence is good and sufficient, [*or*, bad and insufficient.]

Given, &c., [*as in Fence-Viewers' Certificate upon the killing of Sheep by Dogs*

Notice of Sale by Pound-Master.

NOTICE is hereby given, that on the —— day of ——, in the year ——, at — o'clock in —— noon, I shall sell at public auction at the public pound, near the house of ——, in the town of ——, one white sow and six pigs, which have been distrained doing damage, and impounded therefor, by A. B. Dated at —— the ——day of ——, 18—. O. H., Pound Master.

Notice to Town Clerk by Person keeping Strays.

To C. D., Town Clerk of the Town of ——:

You will take notice, that on or about the —— day of ——, 18—, one black horse, of the age of six years, or thereabouts, and marked with a star in his forehead, strayed upon my enclosed land in the town of ——, and now remains thereupon; and that I reside in the said town of ——.

Dated the —— day of ——, 18—. A. B.

Notice of Sale where Stray is not redeemed.

PUBLIC NOTICE.

BY virtue of the statute in such case made and provided, I shall expose to sale at public auction, to the highest bidder, on the —— day of ——, instant, [*or*, next,] at —— o'clock in the —— noon, at the house of J. K., in ——, one black horse of the age of six years, or thereabouts, marked with a star in his forehead, the same being a stray found upon my enclosed land in the town of ——, and remaining unredeemed according to law.

Dated the —— day of ——, 18—. A. B.

Receipt of Supervisor.

RECEIVED of A. B., —— dollars and —— cents, being the proceeds of the sale of a stray black horse, after deducting therefrom the expenses of keeping, and the sale thereof,—said horse having been advertised and sold at public auction, by the said A. B., as a stray, according to the statute, on the —— day of ——, 18—.

Dated ——, the —— day of ——, 18—.

H. F. Supervisor of the town of ——

Fence-Viewer's Certificate.

WHERE STRAY HAS NOT BEEN REDEEMED.

— COUNTY, TOWN OF ——, *ss.*

I, the undersigned, one of the Fence-Viewers of said town, do hereby certify, that upon the application of A. B., of said town, upon whose enclosed lands the following stray animals, to wit: [here name them,] came, on or about the —— day of ——, 18—, and which strays have since that time been kept by the said A. B., and now remain unclaimed and unredeemed, I have ascertained, according to the best of my knowledge and judgment, and upon due inquiry and examination, the reasonable charges of keeping such strays, and that the same amount to the sum of —— dollars and —— cents; and that the fees for my service amount to —— dollars.

Given under my hand, this —— day of ——, 18—.

E. F., Fence-Viewer

Certificate where Parties cannot agree

UPON THE CHARGES FOR KEEPING STRAYS.

——COUNTY, TOWN OF ——, *ss.*

WHEREAS, a dispute having arisen between A. B. and C. D., of said town, concerning the reasonable charges of keeping the following strays, to wit: [here name them,] which came upon the enclosed lands of the said A. B., on or about the —— day of ——, 18—, and have been kept by him since that time until the date hereof, and which are now claimed by the said C. D.: Now, therefore, we, the undersigned, two of the Fence-Viewers of said town of ——, do hereby certify that we have ascertained the reasonable charges of keeping said strays, after due inquiry and examination, and that the same amount to —— dollars and —— cents; and that the fees for our service amount to —— dollars.

Given, &c., [*as in Fence-Viewers' Certificate upon the killing of Sheep by Dogs.*]

FENCE-VIEWERS.

WHEN two parties have lands adjoining, each must make and keep up his half of the division fence. If he neglect or refuse to do this, and the other receive injury thereby, the party so neglecting or refusing is liable to the other in damages to the amount of the injury, and for the fees and other charges incidental to

bringing the case before the Fence Viewers of the town, who are the proper persons to examine and adjudicate upon the matter.

When one of two or more parties, having lands adjoining, desires to remove his fence, and to let the land lie open, he is at liberty to do so, at any time between the first of November and the first of April, by giving the other party or parties ten days' notice of his intention to apply to the Fence-Viewers of the town for permission to do the same; but if the Fence-Viewers refuse to give him such permission, he must be governed by their order: should he, notwithstanding their refusal, remove the fence, he is liable to the other party or parties for all damages that may result to them thereby.

When by flood, accident, or any cause, any party's half of a fence is broken down, removed, or destroyed, the party interested may give him ten days' notice in writing to replace it; should he fail to do so, the party interested may erect it without further notice, and recover the full bill of the same, together with the costs of suit, in an action.

All disputes by owners of adjoining lands relative to broken fences must be submitted to the Fence-Viewers of the town, whose decision must be given in writing, and must be received by the disputants as conclusive.

Certificate of Value of Fence

BUILT BY AN ADJOINING OWNER.

——— COUNTY, TOWN OF ———, *ss.*

WHEREAS, A. B. and C. D) were, and are, the owners of certain lands adjoining, in said town of ———, and on the ——— day of ———, 18—, or thereabouts, the said A. B. erected a division fence between the land belonging to him and that of the said C. D., who had chosen to let the same lie open; and whereas the said C. D. has, since that time, enclosed the said land belonging to him, and a dispute has arisen between the said parties, concerning the proper proportion of the value of the said division fence, to be paid for by the said C. D.: Now, therefore, we, the undersigned, two of the Fence-Viewers of the said town of ——— do hereby certify, that we have made due inquiry into the facts and examined the premises; that the following is a correct description of the fence so built by the said A. B. as aforesaid, to wit: [give description] that the value thereof, at the time of

building the same, was —— dollars; and that the proper proportion of said value, to be paid by the said C. D. to the said A. B., is —— dollars: And we also certify, that the fees for our service amount to —— dollars.

Given under our hands, this —— day of ——, in the year 18—

E. F. } Fence-
G. H. } Viewers.

Certificate

UPON HEARING DISPUTE BETWEEN OWNERS OF ADJOINING LANDS.

—— COUNTY, TOWN OF ——, *ss.*

WHEREAS, A. B. and C. D. are the owners of certain lands adjoining, in the said town of ——, and a dispute has arisen between them, concerning the respective proportions of a division fence to be maintained [*or*, made,] by them: Now, therefore, we, the undersigned, Fence-Viewers of the said town, do hereby certify, that upon the application of the said parties, we proceeded to examine the premises and hear the allegations of the said parties; and that we do determine that said division fence be built as follows, to wit: [give description;] that one third part of said fence is the proper proportion thereof to be built by the said A. B.; and that the remaining two thirds is the proper proportion thereof to be built by the said C. D.: And we also certify, that our fees for our service amount to —— dollars.

Given, &c., [*as in Certificate of Value of Fence built by an adjoining owner.*]

Certificate of Damages

WHERE DIVISION FENCE IS OUT OF REPAIR.

— COUNTY, TOWN OF ——, *ss.*

WE, the undersigned, two of the Fence-Viewers of said town, do hereby certify, that upon the application of A. B., the owner of land adjoining the land of C. D. in said town, to ascertain and appraise certain damages alleged to have been incurred by the said A. B., in consequence of the neglect [*or* refusal] of the said C. D. to make [*or* maintain his proportion of a division fence between the aforesaid lands, we proceeded to examine the premises; and, after due inquiry and examination by us made, we do determine that the said A. B. has sustained damages to his land, crops fruit trees, and shrubbery, [add "fixtures," if necessary,] in consequence of the neglect [*or* refusal] of the said C. D. to make [*or* maintain] his proportion of such division fence as aforesaid

which said damages we have ascertained and do appraise at —— dollars.

Given, &c., [*as in Certificate of Value of Fence built by an adoining owner.*]

Notice and Certificate of Consent.

TO REMOVE DIVISION FENCE.

To Mr. A. B.:

TAKE notice, that I shall make application to E. F. and G. H., two of the Fence-Viewers of the town of ———, on the ——— day of ——— next, for permission to remove the division fence between the land occupied by you in said town, and that owned and occupied by me, lying adjacent thereto. C. D.

Dated the ——— day of ———, 18—.

—— COUNTY, TOWN OF ———, *ss.*

WE, the undersigned, two of the Fence-Viewers of said town, do hereby certify, that upon the application of C. D., made in accordance with a notice, of which the above is a copy, duly served upon A. B., therein mentioned, more than ten days before this day, we have examined the premises where the division fence named in said notice is situate, and do determine, that the same may, with propriety, be removed.

Given, &c., [*as in Certificate of Value of Fence by an adjoining owner.*]

MINORS.

In law, both males and females are *infants*, or *minors*, till they arrive at the age of twenty-one years. In the States of Vermont and Ohio, females are legally of age at eighteen.

No minor can bind him or herself by contract for anything except *necessaries*—such as food, clothing, or education. If he or she contracts for other than necessaries, on attaining his or her majority, he contract is void or voidable at his or her option.

Minors can do no act to the injury of their property. In case one should do so, he or she may repudiate or rescind it on arriving of age.

A minor whose parents may have released his claim for his or her labor, or the wages arising therefrom, is not thereby enabled to enter into contracts which he or she may not at any time annul; nor has a parent or guardian power to compel him or her to make any contract which he or she is not disposed to enter into.

Every contract made by a minor which is to his or her injury is void; but a contract which is clearly to his or her benefit is good; and any contract that is uncertain, whether injurious or beneficial, is voidable or not, as he or she may choose.

A contract for necessaries is binding on a minor when he or she becomes of age, and may be recovered in a suit of law; but in order to recover the sum due for them, it must be shown that the articles were really necessary for him or her under the circumstances and condition in which he or she was placed when they were furnished. The real circumstances of the minor must be considered, and not his apparent condition.

Necessaries for a minor's wife and children, or for either, are necessaries for him.

If a minor obtain goods on the pretence that he or she is of age, and then refuse payment on the ground that he or she is, or was not then of age, the creditor cannot recover the value of the goods, but he can have the minor so guilty punished for fraud.

A parent is not bound by the contract of his son, even for necessaries, unless an actual authority can be shown, or the circumstances be sufficient to imply such authority. What circumstances are sufficient to imply an authority must always be a question to determine in each particular case. The safest rule in all such instances, however, is to always demand a written order or authority.

A father is liable for necessaries furnished to his minor children; but they must be strictly necessaries—such as the father is in duty bound to supply, but has failed to provide. In all such cases the sums due therefor may be recovered.

If a minor be coaxed, cajoled, or forced into an unwilling mar-

riage or other contract, he or she may repudiate the same on becoming of age.

When a minor executes a contract, and pays money, or delivers property on the same, he cannot afterward disaffirm such contract and recover the money or property, unless he restores to the other party the consideration received from him for such money or property.

DOWER.

Every married woman is entitled by law to a one third interest in all real property that may be left by her husband. This property is only for her use and benefit during life. She can neither sell nor give it away; at her death it descends to the children, if any; if not, then to her husband's nearest relations. This third interest is termed her *dower*.

An interest on the part of a testator that his bequest to his wife shall be in lieu of her dower, must be so expressed, or must appear as satisfactorily as if it were expressed, or she will be still entitled to her dower.

A widow who, as administratrix of the estate of her late husband, conveys such property, in whole or in part, to another, and gives a deed of warranty for the same, cannot afterward claim her dower, or any part thereof, from such property; the deed being good to the holder she is effectually barred from all interest in it thereafter.

A widow's third-interest is in the *lands*, and not on the crops nor any part thereof that may be growing on the lands at the time of her husband's decease. The crops so growing at that time descend to the heir, and if the widow makes use of what she mistakingly considers her one third share, she is liable to the heir for their full value.

A widow's claim for dower of real estate is not subject to a set-off for damages, nor for moneys due by her, nor for the receipt by her of rents and profits of the whole of the lands in which she claims dower. Her claim to the land is as good as would be the right of the heir in such a case.

A married woman, in signing away property, with and at the request of her husband, may, if she so pleases, refuse to sign away her right to dower in such property.

If a married woman be constrained from fear of, or by threats of violence on the part of, her husband, to sign off her right to dower in any property, she may, on a complaint before a judge of any court in the county where such property is situate, cause the deed so signed by her to be rendered void and of no effect.

No court will interpose to carry into effect an important gift by

a husband to his wife, except upon clear evidence that the husband understood the effect of his act.

When a man agrees, before marriage, to relinquish all right and title to his wiife's property during her lifetime, and in case he should survive her, the wife may will the property to whom she pleases.

Deposits of money, in bank, by a husband, in the name of his wife, survives to the wife.

Distribution of Personal Estates.

The statute of distributions in case of intestacy is as follows:

Where the deceased shall have died intestate, the surplus of his personal estate remaining after payment of debts; and where the deceased left a will, the surplus remaining after the payment of debts and legacies if not bequeathed, shall be distributed to the widow, children, or next of kin of the deceased, in the manner following:

1. One third part thereof to the widow, and all the residue by equal portions among the children and such persons as legally represent such children, if any of them shall have died before the deceased.

2. If there be no children, nor any legal representative of them, then one moiety (that is one half) of the whole surplus shall be allotted to the widow, and the other moiety shall be distributed to the next of kin of the deceased entitled under the provisions of this section.

3. If the deceased leaves a widow, and no descendant, parent, brother or sister, nephew, or niece, the widow shall be entitled to the whole surplus; but if there be a brother or sister, nephew or niece, and no descendant or parent, the widow shall be entitled to a moiety of the surplus, as above provided, and to the whole of the residue where it does not exceed two thousand dollars; if the residue exceed that sum, she shall receive, in addition to her moiety, two thousand dollars, and the remainder shall be distributed to the brothers and sisters, and their representatives.

4. If there be no widow, then the whole surplus shall be distributed equally to and among the children and such as legally represent them.

5. In case there be no widow and no children, and no representatives of a child, then the whole surplus shall be distributed to the next of kin, in equal degree to the deceased, and the legal representatives.

6. If the deceased shall leave no children, and no representatives of them, and no father, and shall leave a widow and a mo-

ther, the moiety not distributed to the widow shall be distributed in equal shares to his mother and brothers and sisters, or the representatives of such brothers and sisters; and if there be no widow, the whole surplus shall be distributed in like manner to the mother and to the brothers and sisters, or the representatives of such brothers and sisters.

7. If the deceased leave a father, and no child or descendant, the father shall take a moiety, if there be a widow, and the whole if there be no widow.

8. If the deceased leave a mother, and no child, descendant, father, brother, sister, or representatives of a brother or sister, the mother, if there be a widow, shall take a moiety, and the whole if there be no widow. And if the deceased shall have been illegitimate, and have left a mother, and no child or descendant or widow, such mother shall take the whole, and shall be entitled to letters of administration in exclusion of all other persons, in pursuance of the provisions of this chapter. And if the mother of such deceased be dead, the relatives of the deceased on the part of the mother shall take in the same manner as if the deceased had been legitimate, and be entitled to letters of administration in the same order.

9. Where the descendants or next of kin of the deceased, entitled to share in his estate, shall be all in equal degree to the deceased, their shares shall be equal.

10. When such descendants or next of kin shall be of unequal degrees of kindred, the surplus shall be apportioned among those entitled thereto, according to their respective stocks; so that those who take in their own right, shall receive equal shares, and those who take by representation shall receive the shares to which the parent whom they represent, if living, would have been entitled.

11. No representation shall be admitted among collaterals after brothers' and sisters' children.

12. Relatives of the half blood shall take equally with those of the whole blood in the same degree; and representatives of such relatives shall take in the same manner as the representatives of the whole blood.

13. Descendants and next of kin of the deceased, begotten before his death, but born thereafter, shall take in the same manner as if they had been born in the lifetime of the deceased, and had survived him.

The preceding provisions respecting the distribution of estates do not apply to the personal estates of married women, but their husbands may demand, recover, and enjoy the same as they are entitled by the rules of the common law.

When administration is granted to any person not the widow of or next of kin to a deceased person, and no one shall appear

to claim the personal estate of the deceased within two years after such letters were granted, the surplus of such estate, which would be distributed as aforesaid, shall be paid into the Treasury of the State, for the benefit of those who may thereafter appear to be entitled to the same.

In addition to the provisions in favor of the widow and minor children from the personal estate of her husband, it is provided, that she may tarry in the chief house of her husband forty days after his death, whether her dower be sooner assigned or not, without being liable to any rent for the same, and in the meantime she shall have her reasonable sustenance out of the estate of her husband. This sustenance is to be provided out of the personal property of the husband, and through the executor or administrator, if one be appointed prior to the expiration of the forty days, and is to be given, according to the circumstances and station in life of the family, to the widow and necessarily to the children dependent on her, for it is impossible to separate the widow from her infant children.

In providing this sustenance, the executor or administrator must exercise judgment and discretion in the same manner as in paying funeral expenses. Thus if the estate be abundant to pay all debts without doubt, items of mourning clothing for the widow and family may be included in the charges for sustenance; while if the estate be involved, and the question should arise as against creditors, bare necessaries only could be allowed.

PARTNERSHIP.

PARTNERSHIP is a voluntary contract of two or more persons to unite their money, effects, labor and skill, or some or all of them, as may be agreed upon, for the purpose of carrying on a specified business, with the understanding that both shall share the profit and loss arising from the same in certain proportions.

There may be a partnership in a single transaction as well as in a continuing business; between persons out of trade as well as in; inasmuch as in either case there may be a combination of property or labor in order to a common undertaking and a common profit.

If one advances money, and another furnishes personal services in carrying on a business, and is to share in the profits, it amounts to a partnership. So, if one participates in the profits and loss of a purchase or sale, he is partner in the same.

There are five kinds of partners, viz.: 1, *Ostensible*: 2, *Nominal*: 3, *Dormant*: 4, *Special*; *and* 5, *General*.

Ostensible partners are they whose names appear to the public as partners.

Nominal partners are they who have no interest in the business, but allow their names to be used by the firm.

Dormant (*or silent*) partners are they who have an interest in the business, but whose names are not known to the public.

Special partners are they who are interested in the business only to the amount of capital they have invested in it. [Special partnerships are governed altogether by statute, and can only be entered into by strictly conforming to the statute regulations of the State where the partnership is formed—each State, as a general thing, having its own regulations for this delicate kind of partnership. No prudent man should form such a parternership without consulting a sound lawyer.]

General partners consist generally of one or more partners who manage the business, while the capital, in whole or in part, but principally *in part*, is supplied by a special partner or partners. General partners are liable for all the debts and contracts of the firm. A nominal partner is liable for all the debts and contracts of the firm. A special partner is generally liable only for the amount of the capital he invests in the partnership.

Any one who permits his name to be used in a firm, or who shares in the profit of the business, is liable to creditors as a partner.

Each individual in a partnership is liable to the whole amount of the debts of the firm, whether he be active, nominal or dormant.

The acts of one partner bind all the others, when such acts are done in the usual course of business of the firm. This stands good, although they may have agreed among themselves that he shall have no such authority.

When parties have a mutual interest in the profit and loss of any business carried on by them, and when they hold themselves out to the public as joint traders, they may be held responsible as partners by third persons, whatever may be the real nature of their connection.

Articles of Copartnership.

Articles of copartnership, made this 12th day of September, 1863, by and between E. D. and H. A., both of the city of Albany.

The said parties hereby agree to form and do form a copartnership, for the purpose of carrying on the general produce and commission business on the following terms and articles of agreement, to the faithful performance of which they mutually

engage and bind themselves. The style and name of the co-partnership shall be D. and A., and shall commence on the 20th day of September, 1863.

Each of said parties agree to contribute to the funds of the partnership the sum of $1,000 in cash, which shall be paid in on or before the 20th of September, 1863; and each of said parties shall devote and give all his time and attention to the business, and to the care and superintendence of the same.

All profits which may accrue to the said partnership shall be divided, and all losses happening to the said firm, whether from bad debts, depreciation of goods, or any other cause or accident, and all expenses of the business, shall be borne by the said parties equally.

All the purchases, sales, transactions and accounts of the said firm shall be kept in regular books, which shall be always open to the inspection of both parties, and their legal representatives, respectively. An account of stock shall be taken, and an account between the parties shall be settled as often as once a a year, and as much oftener as either partner may desire and in writing request.

Neither of the said parties shall subscribe any bond, sign or indorse any note of hand, accept, sign or indorse any draft or bill of exchange, or assume any other liability, verbal or written, either in his own name or in the name of the firm, for the accommodation of any other person or persons whatsoever, without the consent in writing of the other party; nor shall either party lend any of the funds of the copartnership without such consent of the other party.

Neither party shall be engaged in any other business, nor shall either party withdraw from the joint stock any more than $100 per quarter or $400 per year.

On the dissolution of this copartnership, if the said parties or their legal representatives cannot agree in the division of the stock then on hand, the whole copartnership effects, except the debts due the firm, shall be sold at public auction, at which both parties shall be at liberty to bid and purchase like other individuals, and the proceeds to be divided after paying the debts of the firm.

For the purpose of securing the performance of the foregoing agreements, it is agreed that either party, in case of any violation of them or either of them by the other, shall have the right to dissolve this copartnership forthwith on his becoming informed of such violation.

In witness whereof the said parties have hereto set their hands and seals the day and year first above written.

E. D. [L. S.]
H. A. [L. S.]

LIABILITIES OF COMMON CARRIERS.

A COMMON carrier is defined in law as a person who carries goods or packages, by land or water, as a business; owners of stage wagons, stage coaches, rail cars, cartmen, teamsters, porters, owners and masters of vessels, canal boatmen, barge owners, &c., are common carriers.

Common carriers are liable for the entire value of all goods intrusted to them, if not delivered to the parties to whom they are directed. They are not liable for the loss of goods when such loss is caused by lightnings, storms, hurricanes, earthquakes, decay, spontaneous combustion, leakage of casks or carelessness of shippers, nor in case they are captured or destroyed by pirates. But in all other cases the caarier is responsible for the full value of all goods he undertakes to transport.

The owner or master of any vessel that is publicly open to transport anybody's goods to any designated foreign or domestic port is liable as a common carrier; but a vessel that transports goods for one or more particular parties does not come under the carrier laws, nor yet an owner who lets the tonnage to particular shippers. If the owners charter a vessel to certain persons for a voyage, at a stipulated freight, they are liable as common carriers, unless the terms of the charter party relieve them.

Common carriers are responsible for the acts of all persons in their employ; the act of the agent or servant being regarded as the act of the principal and master.

Steamboats that tow vessels, and private persons conveying goods for another on a special occasion, are not liable as common carriers.

Owners of passenger conveyance, such as stages, carriages, &c, are liable as common carriers for all luggage or baggage intrusted to their care, but not for goods, unless under a special agreement.

Injuries to goods by strangers must be made up by the carrier He is responsible for all damage to goods in his care by accidental fires, thefts, and robberies.

A common carrier is bound by law to deliver all goods in the same good order as when intrusted to him. He must receive all such goods as are offered for the place at which he carries from any person willing or offering to pay the usual or a reasonable freight-charge. He may refuse to take them if his vessel or other means of transport is full, or if the goods are dangerous to be carried, or till he is ready to receive them, or if they are goods it is not his custom to carry, or for a good reason.

A carrier is not liable for loss by the freezing up of a river or canal, unless it can be shown that he neglected to use due diligence; nor for the leakage of a vessel in a storm, nor for losses from collision of his ship with another, except in cases of negligence.

A carrier is liable for goods from the moment they are delivered into his hands.

A carrier is not liable for goods unless they are actually placed in his hands. When goods have reached the destined place, they must be delivered to the proper person or his agent. If the latter accepts the delivery, the carrier is no longer responsible.

A carrier is liable for losses from deposits or storages of goods on the route; but if goods are left in his possession an unreasonable time, he is only bound to give them ordinary care.

No contract, nor public or personal notice, will exempt the carrier of goods from losses caused by his own neglect or fraud or that of his agents; but any notice of the carrier to the shipper that he will not take goods of great value, or that he will not pay more than a specified sum, unless specially informed of such value, is good. All ambiguous notices will be construed against the carrier. Notices at each end of a route will not bind parties who ship at intermediate places, unless such notice is specially made thereon to them. A personal notice to the principal is binding on all his agents who may forward goods by the same line. If the owner of goods mislead the carrier as to their value, or make false statements calculated to lessen his vigilance, it is a fraud upon him.

Where there is no notice, or special contract, it is enough for the owner to show the carrier's undertaking the carriage of his goods, and a non-delivery. The carrier must show why he did not deliver; but when there is a notice, the owner must show a want of ordinary prudence in the carrier. A valid seizure of goods

because of an illegal act of the owner, will excuse a non-delivery, but the seizure must be valid, or the carrier will be liable. The carrier is authorized to put any claimant to the proof as to his title to take the goods; should he neglect to do this, he is liable. In case of stolen goods, the carrier must deliver them to the owner on demand.

A carrier has a right to demand payment when he receives the goods; if his demand is not complied with, he may refuse to take the goods. But if he take them, to be paid at the end of the route, he may detain them till paid, on his arrival there.

Common carriers are bound to carry passengers safely and properly to the place agreed upon, and are responsible for all neglect. In case of an accident on the way, the carrier has to show that it was not his fault. All passengers are to be treated impartially for the general benefit. Rude, coarse, or suspicious persons may be refused. The conveyance must be suitable for the passage, and have skilful, prudent conductors and servants. The baggage of passengers must be duly delivered to them, or, if so requested, the carrier must hold it for them a reasonable time.

In the case of a rash, careless, or violent driver, who causes injury to the passengers or goods by racing, running foul of other vehicles, the proprietors are liable.

A carrier may retain baggage for unpaid fare.

PRE-EMPTION TO PUBLIC LANDS.

Any individual claiming the benefits of the Pre-Emption act must be—

First. A citizen of the United States, or have filed his declaration of intention to become a citizen.

Second. Either the head of a family, or a widow, or a single man over the age of twenty-one years.

Third. An inhabitant of the tract sought to be entered, upon which, in person, he has made a settlement and erected a dwelling-house since the 1st of June, 1840, and prior to the time when the land is applied for; which land must, at the *date of the settlement*, have had the *Indian title extinguished* and *been surveyed* by the United States.

A person failing in any one of these requisites can have no claim by virtue of this act.

A person bringing himself within each of the above requirements by proof satisfactory to the Register and Receiver of the land district in which the lands may lie, taken pursuant to the rules hereinafter prescribed, will, after having taken the affidavit required by the act, be entitled to enter, by legal subdivisions, any number of acres not exceeding one hundred and sixty, or a quarter-section, to include his residence, and he may avail himself of the same at any time prior to the day of the

commencement of the public sale, including said tract, where the land has not yet been proclaimed.

Where the land was subject to private entry at the date of the law, and a settlement shall *thereafter* be made upon such land, or where the land shall hereafter become subject to private entry, and *after that period a settlement shall be made*, which the settler is desirous of securing under this act, such notice of his intentions must be given within *thirty days* after the date of such settlement. Such notice, in all cases must be a written one, describing the land settled upon, and declaring the intention of such person to claim the same under the provisions of this act. [*See forms* A *and* B, *hereto annexed*

In all such cases, the proof, affidavit, and payment, must be made within *twelve months* after the *date of such settlement.*

The tracts liable to entry under this act are some one of the following designations:

First. A regular quarter-section, notwithstanding its quantity, may be a few acres more or less than one hundred and sixty; or a quarter-section, which, though fractional in quantity by the passage of a navigable stream through the same, is still bounded by regular sectional and quarter-sectional lines.

Second. A fractional section, containing not over one hundred and sixty acres, or any tract being a detached or anomalous survey made pursuant to law, and not exceeding said quantity.

Third. Two adjoining half quarter-sections (in all cases to be separated by a north and south line, except on the north side of townships, where the surveys are so made as to throw the excess or deficiency on the north and west side of the township) of the regular quarters mentioned in the first designation; or, two adjoining eighty-acre subdivisions of the irregular quarters found on the north and west side of townships, where more than two such subdivisions exist, or the excess may render them necessary, provided in the latter case the aggregate quantity does not exceed one hundred and sixty acres.

Fourth. Two half quarter or eighty-acre subdivisions of a fractional or broken section, adjoining each other, the aggregate quantity not exceeding one hundred and sixty acres

Fifth. A regular half-quarter and an adjoining fractional section, or an adjoining half-quarter subdivision of a fractional section, the aggregate quantity not exceeding one hundred and sixty acres.

Sixth. If the pre-emptor should not wish to enter the quantity of one hundred and sixty acres, he may enter a single half-quarter section, (made by a north and south line,) or an eighty-acre subdivision of a fractional section.

Seventh. One or more adjoining forty-acre lots may be entered, the aggregate not exceeding one hundred and sixty acres.

Eighth. A regular half-quarter, a half-quarter subdivision, or a fractional section, may each be taken, with one or more forty-acre subdivisions lying adjoining, the aggregate not exceeding one hundred and sixty acres.

Only one person on a quarter-section is protected by this law, and that is the one who made the *first settlement*, provided he shall have conformed to the other provisions of the law.

A person who has once *availed himself* of the provisions of this act cannot, at any future period, or at any other land office, acquire another right under it.

No person who is the proprietor of *three hundred and twenty acres* of land in any State or Territory of the United States, is entitled to the benefits of this act.

No person who shall *quit or abandon his residence* on his *own land* to reside on the public land in the *same State* or *Territory*, is entitled to the benefits of this act.

No pre-emption right exists by reason of a settlement on and inhabitancy of a tract, unless at the date of such settlement the Indian title thereto had been extinguished, and the land surveyed by the United States.

The approval of the plat is the evidence of the legality of the survey; but in accordance with the spirit and intent of the law, and for the purpose of bringing the settler within its provisions, the land is to be construed as surveyed, when the requisite lines are run on the field and on the corners established by the deputy surveyor.

No assignments or transfers of pre-emption rights can be recognised. The patents must issue to the claimants, in whose names alone all entries must be made.

Sundry Descriptions of Land which are exempted from the Operations of this Act.

First. Lands included in any reservation by any treaty, law, or proclamation of the President of the United States, and lands reserved for salines and for other purposes.

Second. Lands reserved for the support of schools.

Third. Lands acquired by either of the two last treaties with the Miami tribe of Indians in the State of Indiana, or which may be acquired of the Wyandot tribe of Indians in the State of Ohio, or other Indian reservation to which the title has been or may be extinguished by the United States at any time during the operation of this act.

Fourth. Sections of land reserved to the United States, alternate to other sections granted to any of the States for the construction of any canal, railroad, or other public improvement.

Fifth. Sections or fractions of sections included within the limits of any incorporated town.

Sixth. Every portion of the public lands which has been selected as a site for a city or town.

Seventh Every parcel or lot of land actually settled and occupied for the purposes of trade, and not agriculture.

Eighth. All lands on which are situated any known salines or mines.

Persons claiming the benefit of this act are required to file duplicate affidavits, such as the law requires, and to furnish proof by one or more disinterested witnesses, of the facts necessary to establish the three requisites pointed out in the commencement of these instructions.

The witnesses are to be first duly sworn or affirmed to speak the

truth, and the whole truth, touching the subject of inquiry, by some officer competent to administer oaths and affirmations.

In case adverse claims shall be made to the same tract, each claimant must be notified of the time and place of taking testimony, and allowed the privilege of cross-examining the opposite witnesses, and of producing counter proof, which should also be subject to cross-examination.

When, by reason of distance, sickness, or infirmity, the witnesses cannot come before the Register of the Land Office, the latter is authorized to receive their depositions; which must be, in all other respects, conformable to the within regulations.

The notice to adverse claimants should be in writing, and should be served in time to allow at least a day for every twenty miles the party may have to travel in going to the place of taking evidence. The proof, in all cases, should consist of a simple detail of facts merely, and not of statements in broad or general terms.

The witnesses must state, if the pre-emptor be the "head of a family," the facts which constitute him such, whether a husband having a wife and children, or a widower, or an unmarried person under twenty-one years of age, having a family, either of relatives or others depending upon him, or hired persons, or slaves.

All the facts respecting the settlement in person, inhabitancy or personal residence, *the time of commencement*, the manner and extent of continuance, as well as those showing the apparent objects, should be stated.

It must be stated that the claimant made the settlement on the land in person; that he has erected a dwelling upon the land; that the claimant lived in it, and made it his home, &c. Should the land officer decide against a claimant, he may appeal to the commissioner of the land office at Washington.

The affidavit of the claimant in reference to the *fact of settlement*, &c., is not required. The *only* affidavit required of the claimant is that prescribed by the 13th section of the act. (*See form C, hereunto annexed.*)

No entry must be permitted until this affidavit is taken. Duplicates thereof must be signed by the claimant, and the fact of the oath being taken must be certified by the Register or Receiver administering it; one copy to be filed in the Register's office, and the other to be transmitted to the land office at Washington.

Declaratory Statements of a Settler on Land Subject to Private Entry at the Date of Settlement, required by the Fifteenth Section of the Act of 4th Sept., 1841.

FORM A.

FOR CASES WHERE, AT THE DATE OF THE LAW, THE LAND CLAIMED WAS SUBJECT TO PRIVATE ENTRY.

I, A. B., of ——, being [the head of a family or widow, or single man over the age of twenty-one years, as the case may be, and a citizen

of the United States, or having filed my declaration to become a citizen as required by the naturalization laws, as the case may be, have, since the first day of June, 1840, to wit, on the —— day of ——, A. D, 185—, settled and improved the —— quarter section, number ——, in township number ——, of range number ——, in the district of lands subject to sale at the land office at ——, and containing —— acres, which land *was subject to private entry at the passage* of the act of 4th of September, 1841; and I do hereby declare my intention to claim the said tract of land as a pre-emption right under the provisions of said act of 4th September, 1841.

Given under my hand, this —— day of ——, A. D., 186—.

(Signed) A. B.

In presence of

C. D.

FORM B.

FOR CASES WHERE THE LAND CLAIMED SHALL HAVE BEEN RENDERED SUBJECT TO PRIVATE ENTRY SINCE THE DATE OF THE LAW.

I, A. B., of ——, being [the head of a family, or widow, or single man over the age of twenty-one years, as the case may be, a citizen of the United States, or having filed my declaration to become a citizen, as required by the naturalization laws, as the case may be] did, on the —— day of ——, A, D., 185–, settle and improve the —— quarter of section number ——, in township number —— of range number ——, in the district of lands subject to sale at the land office at ——, and containing —— acres, which land *has been rendered subject to private entry since* the passage of the act of 4th of September, 1841, but prior to my settlement thereon; and I do hereby declare my intention to claim the said tract of land as a pre-emption right, under the provisions of said act of 4th September, 1841.

Given under my hand, this —— day of ——, A. D., 186—.

(Signed) A. B.

In presence of

C D.

FORM C.

AFFIDAVIT REQUIRED OF PRE-EMPTION CLAIMANT.

I, A. B., claiming the right of pre-emption under the provisions of the act of Congress, entitled "An act to appropriate the proceeds of the sale of the public lands, and to grant pre-emption rights," approved September 4th, 1841, to the —— quarter of section number ——, of township number ——, of range number ——, subject to sale at ——, do solemnly swear [or affirm, as the case may be] that I have never had the benefit of any right of pre-emption under this act; that I am not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor have I settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to my own exclusive use or benefit; and that I have not di

rectly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which I may acquire from the government of the United States should inure, in whole or in part, to the benefit of any person except myself.

(Signed) A. B.

I, C. D., Register, [or E. F., Receiver] of the land office at ——, do hereby certify that the above affidavit was taken and subscribed before me, this —— day of ——, A. D., 186—.

(Signed) C. D., Register.
Or, E. F., Receiver

The following is the Act of Congress on which the foregoing is founded:

An Act to appropriate the Proceeds of the Sales of the Public Lands and to grant Pre-Emption Rights.

SEC. 10. *And be it further enacted*, That from and after the passage of this act, every person, being the head of a family, or widow, or single man over the age of twenty-one years, and being a citizen of the United States, or having filed his declaration of intention to become a citizen, as required by the naturalization laws, who, since the first day of June, A. D. eighteen hundred and forty, has made, or shall hereafter make, a settlement in person on the public lands to which the Indian title had been, at the time of such settlement, extinguished, and which has been, or shall have been surveyed prior thereto, and who shall inhabit and improve the same, and who has or shall erect a dwelling thereon, shall be, and is hereby authorized to enter with the register of the land office, for the district in which such land may lie, by legal subdivisions, any number of acres not exceeding one hundred and sixty, or a quarter-section of land, to include the residence of such claimant, upon paying to the United States the minimum price of such land, subject, however, to the following limitations and exceptions: No person shall be entitled to more than one pre-emptive right by virtue of this act; no person who is the proprietor of three hundred and twenty acres of land in any State or Territory of the United States, and no person who shall quit or abandon his residence on his own land to reside on the public land in the same State or Territory, shall acquire any right of pre-emption under this act; no lands included in any reservation, by any treaty, law, or proclamation of the President of the United States, or reserved for salines, or for other purposes; no lands reserved for the support of schools, nor the lands acquired by either of the two last treaties with the Miami tribe of Indians in the State of Indiana, or which may be acquired of the Wyandot tribe of Indians in the State of Ohio, or other Indian reservation to which the title has been or may be extinguished by the United States at any time during the operation of this act; no sections of land reserved to the United States alternate to other sections granted to any of the States for the construction of any canal, railroad, or other public improvement; no sections or fractions of sections included within the limits of any incorporated town: no portions

of the public lands which have been selected as the site for a city or town; no parcel or lot of land actually settled and occupied for the purposes of trade and not agriculture; and no lands on which are situated any known salines or mines, shall be liable to entry under and by virtue of the provisions of this act. And so much of the proviso of the act of twenty-second of June, eighteen hundred and thirty-eight, or any order of the President of the United States, as directs certain reservations to be made in favor of certain claims under the treaty of Dancing-rabbit creek, be, and the same is hereby repealed: *Provided*, That such repeal shall not affect any title to any tract of land secured in virtue of said treaty.

SEC. 11. *And be it further enacted*, That when two or more persons shall have settled on the same quarter-section of land, the right of pre-emption shall be in him or her who made the first settlement, provided such persons shall conform to the other provisions of this act; and all questions as to the right of pre-emption arising between different settlers shall be settled by the register and receiver of the district within which the land is situated, subject to an appeal to and a revision by the Secretary of the Treasury [Interior] of the United States.

SEC. 12. *And be it further enacted*, That prior to any entries being made under and by virtue of the provisions of this act, proof of the settlement and improvement thereby required shall be made to the satisfaction of the register and receiver of the land district in which such lands may lie, agreeably to such rules as shall be prescribed by the Secretary of the Treasury, [Interior,] who shall each be entitled to receive fifty cents from each applicant for his services, to be rendered as aforesaid; and all assignments and transfers of the right hereby secured, prior to the issuing of the patent, shall be null and void.

SEC. 13. *And be it further enacted*, That before any person claiming the benefit of this act shall be allowed to enter such lands, he or she shall make oath before the receiver or register of the land district in which the land is situated (who are hereby authorized to administer the same), that he or she has never had the benefit of any right of pre-emption under this act; that he or she is not the owner of three hundred and twenty acres of land in any State or Territory of the United States, nor hath he or she settled upon and improved said land to sell the same on speculation, but in good faith to appropriate it to his or her own exclusive use or benefit; and that he or she has not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which he or she might acquire from the government of the United States should inure, in whole or in part, to the benefit of any person except himself or herself; and if any person taking such oath shall swear falsely in the premises, he or she shall be subject to all the pains and penalties of perjury, and shall forfeit the money which he or she may have paid for said land, and all right and title to the same; and any grant or conveyance which he or she may have made, except in the hands of bona fide purchasers, for a valuable consideration, shall be null and void. And it shall be the duty of the officer administering such oath to file a certificate thereof in the public land office of such district, and to transmit a duplicate copy to the General Land Office: either of

which shall be good and sufficient evidence that such oath was administered according to law.

SEC. 14. *And be it further enacted*, That this act shall not delay the sale of any of the public lands of the United States beyond the time which has been, or may be appointed by the proclamation of the President; nor shall the provisions of this act be available to any person or persons who shall fail to make the proof and payment and file the affidavit required, before the day appointed for the commencement of the sales as aforesaid.

SEC. 15. *And be it further enacted*, That whenever any person has settled or shall settle and improve a tract of land, subject at the time of settlement to private entry, and shall intend to purchase the same under the provisions of this act, such person shall, in the first case, within three months after the passage of the same, and in the last, within thirty days next after the date of such settlement, file with the register of the proper district a written statement describing the lands settled upon, and declaring the intention of such person to claim the same under the provisions of this act: and shall, where such settlement is already made, within twelve months after the passage of this act, and where it shall hereafter be made, within the same period after the date of such settlement, make the proof, affidavit, and payment herein required; and if he or she shall fail to file such written statement as aforesaid, or shall fail to make such affidavit, proof, and payment, within twelve months aforesaid, the tract of land so settled and improved shall be subject to the entry of any other purchaser.

Approved September 4, 1841.

The act of Congress of the 26th August, 1842, entitled "An act to confirm the sale of public lands in certain cases," contains the following declaration, viz: "That the act of fourth September, eighteen hundred and forty-one, entitled 'An act to appropriate the proceeds of the sales of public lands, and to grant pre-emption rights,' shall be so construed as not to confer on any one a right of pre-emption, by reason of a settlement made on a tract heretofore sold under a prior pre-emption law, or at private entry, when such prior pre-emption or entry has not been confirmed by the General Land Office, on account of any alleged defect therein, and when such tract has passed into the hands of an innocent and bona fide purchaser."

No entry will, therefore, be permitted, by virtue of the act of 4th September, 1841, of any tract of land sold prior to 26th August of that year, whether by pre-emption or private entry, where such entry has been rejected by the General Land Office at Washington; provided the land so purchased has, prior to that time, "passed into the hands of an innocent bona fide purchaser."

All transfers or assignments to third persons are presumed to be to 'innocent and bona fide purchasers," unless the contrary is shown by satisfactory evidence.

The Register of every land office will require of every claimant *satisfactory proof* that he had not left his "own land in the same State or Territory," to make the settlement by virtue of which he claims a right under the act of 4th September, 1841.

Lands subject to private entry, at the time of the settlement thereon,

cannot be entered by the settler, under the law of 4th September, unless he shall file a declaratory statement, such as the 15th section of the act requires, and in due time produce the necessary proof of his right, and make the affidavit required by the law.

Where such settler, instead of entering the land, as he might, at private entry, elects to enter the same under the provisions of the law of 4th September, 1841, (whereby he obtains a year's time from the date of the settlement to make the payment,) he is bound to comply with *all* the requirements of that law. A failure to do so, in regard to any of these requirements, renders the land subject to the entry "of any *other* purchaser." Instances have transpired where persons filed the declaratory statement, as required, without any improvements having been made, merely with a view of keeping the land from being entered by any other person for a year, intending near the expiration of that time to abandon their pretended pre-emption claim, and enter the same at *private entry*. The consummation of all such cases must be prevented by the land agent, who is authorized to exact a rigid compliance with all the provisions of the law, as above directed.

A claimant is bound to prove his right to, and enter *all* the land embraced by his declaratory statement, if liable to the operation of the act.

Declaratory statements are required *only* "for land subject to private entry," at the time of settlement, and they will not be received, if presented for any other land; nor will they be received for forty-acre* lots, unless they are "*residuary*" ones, such minor subdivisions, with the exception of residuary† tracts, not being liable to the operation of the act of 4th September, 1841. The law provides only for settlements made *since* 1st June, 1840. Where, therefore, parties have made settlements *prior* to that time, and have not availed themselves of the privileges of the pre-emption act of 1st June, 1840, their own neglect has deprived them of any right of pre-emption founded on such settlements.

The proof filed by *every* claimant, must show the *time*‡ *of the commencement of settlement.*

The affidavit of the claimant required by the 15th section of the act *must* be taken "before the *Register* or *Receiver*, of the land district in which the land is situated" before an entry is permitted, and must be of the same date with the certificate of entry. An affidavit *before any other person* will not justify the land agent in permitting the entry of the land claimed.

The law confers only on the *first* settler the right of pre-emption. The question of priority will, in all cases, be decided by the land agent:

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* By an act of 8th May, 1846, forty-acre tracts, whether of "offered" or "unoffered" land, are rendered subject to pre-emption.

† Where an entry has been made of one forty-acre lot *of a legal eighty acre subdivision*, in virtue of the act of 5th April, 1832, entitled "An act supplementary to the several laws for the sale of the public lands," the *contiguous* forty-acre lot of such legal subdivision is called the "residuary quarter-quarter."

‡ This date is all important for the purpose of determining in *all cases* whether the settlement was made within the proper time, and in those where the declaratory statement is required, whether such statement was filed in due season, and the entry made within the legal period after the settlement.

but an appeal may be taken from such decision to the Secretary of the Interior, at Washington, upon the receipt of which by the land agent, the entry can be made by the person in whose favor the decision may be.

Form of an Affidavit to be filed in cases where the settler shall have died before proving up and entering his claim.

I, A. B., [executor of the estate of C. D., *or* administrator of the estate of C. D., *or* one of the heirs of C. D., aged —— years, *as the case may be*,] do solemnly swear [*or* affirm, *as the case may be*] that the said C. D , to the best of my knowledge and belief, entered upon the —— quarter of section number ——, of township number ——, of range number ——, subject to sale at ——, in his own right, and exclusively for his own use and benefit; and that he has not, directly or indirectly, made any contract or agreement, in any way or manner, with any person or persons whatever, by which the title to the land which he might have acquired from the government of the United States, by virtue of said settlement, under the law of 22d June, 1838, *or* 1st June, 1840, *as the case may be*,] should inure to the use or benefit of any one except himself, or to convey or transfer the said land, or the title which he might have acquired to the same, to any other person or persons whatever, at any subsequent time.

A. B., Executor of the estate of C. D.,
[*or* administrator of the estate of C. D., *or* one of the heirs of C. D., *as the case may be*.]

Sworn to and subscribed before me, this —— day of ——, A. D. 186–.

E. F., Register, *or*
G. H., Receiver, *or*
I. K., Justice of the Peace.

Form of Affidavit to be filed in cases where the settler shall have died before proving up and entering his claim.

I, A. B., [executor of the estate of C. D., *or* administrator of the estate of C. D., *or* one of the heirs of C. D., aged —— years, *as the case may be*,] do solemnly swear [*or* affirm, *as the case may be*,] that, to the best of my knowledge and belief, the said C. D., who was a settler on the —— quarter of section number ——, of township number —— of range number ——, subject to sale at ——, has never had the benefit of any right of pre-emption under the act entitled "An act to appropriate the proceeds of the sales of the public lands, and to grant pre-emption rights," approved September 4, 1844; that he was not, at the time of his death, the owner of three hundred and twenty acres of land in any State or Territory of the United States; that he

did not settle upon and improve the above tract of land on speculation, but in good faith to appropriate it to his own exclusive use and benefit; and that he has not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whatsoever, by which the title which he might have acquired from the government of the United States should inure in whole or in part, to the benefit of any person except himself.

(Signed) A. B., Executor [*or* administrator, *or* one of the heirs of C. D., *as the case may be.*

I, E F., Register [or G. H., Receiver] of the land office at —— do hereby certify that the above affidavit was taken and subscribed before me, this —— day of ——, A. D., 186–.

(Signed) E. F., Register, *or* G. H., Receiver.

Form of Declaratory Statement for cases where the land is not subject to private entry.

I, A. B., of ———, being [the head of a family, or widow, or single man over the age of twenty-one years, as the case may be, a citizen of the United States, or having filed my declaration to become a citizen, as required by the naturalization laws, as the case may be,] did, on the —— day of ———, A. D., 18—, settle and improve the ——— quarter of section number ———, in township number ———, of range number ———, in the district of lands subject to sale at the land office at ——, and containing —— acres, which land has not yet been offered at public sale, and thus rendered subject to private entry; and I do hereby declare my intention to claim the said tract of land as a pre-emption right, under the provisions of said act of 4th September, 1841.

Given under my hand, this —— day of ——, A. D., 18—.

(Signed) A. B.

In presence of

C. D.

The following is an Act to authorize the investigation of alleged frauds under the pre-emption laws, and for other purposes:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress Assembled, That the Commissioner of the General Land Office be, and he hereby is authorized to appoint a competent agent, whose duty it shall be, under direction of said Commissioners, to investigate, upon oath, the cases of fraud under the pre-emption laws alleged to exist in the Columbus land district, in the State of Mississippi, referred to in the late annual report of said Commissioner, communicated to Congress by letter of the Secretary of the Treasury, dated December the fifteenth, one thousand eight hundred and forty-two; and that such agent shall examine all witnesses who may be brought before him by the individual or individuals alleging the fraud, as well as those witnesses who may be produced by the parties in

interest to sustain said claims; and that he be, and is hereby invested with power to administer to such witnesses an oath to speak the truth in regard to any question which may be deemed necessary to the full examination of the cases so alleged to be fraudulent; and such testimony shall be reduced to writing, and subscribed by each witness, and the same returned to the Commissioner, with the opinion of said agent on each claim; and any witness, so examined before the said agent, who shall swear wilfully and falsely in regard to any matter or thing touching such examination, shall be subject, on conviction, to all the pains and penalties of perjury; and it shall be the duty of the Commissioner to decide the cases thus returned, and finally to settle the matter in controversy, subject alone to an appeal to the Secretary of the Treasury: *Provided*, That the power conferred by this section upon such agent is hereby limited to the term of one year from and after the date of this act; and the compensation to be paid to said agent shall not exceed three dollars per day for each day he may be necessarily engaged in the performance of the duties required by this section.

SEC. 2. *And be it further enacted*, That in any case where a party entitled to claim the benefits of any of the pre-emption laws, shall have died before consummating his claim by filing, in due time, all the papers essential to the establishment of the same, it shall be competent for the executor or administrator of the estate of such party, or one of the heirs, to file the necessary papers to complete the same: *Provided*, That the entry in such cases shall be made in favor of "the heirs" of the deceased pre-emptor, and a patent thereon shall cause the title to inure to said heirs as if their names had been specially mentioned.

SEC. 3. *And be it further enacted*, That every settler on section sixteen, reserved for the use of schools, or on the other reserves or land covered by private claims of others which was not surveyed at the time of such settlement, and who shall otherwise come within the provisions of the several pre-emption laws in force at the time of the settlement, upon proof thereof before the register of the proper land office, shall be entitled to enter, at the minimum price, at any other quarter-section, or fractional section, or fractional quarter-section, in the land district in which such school section or reserve or private claim may lie, so as not to exceed one hundred and sixty acres, not reserved from sale or in the occupancy of any actual bona fide settler: *Provided*, Such settlement was made before the date of the act of fourth of September, eighteen hundred and forty-one, and after extinguishment of the Indian title.

SEC. 4. *And be it further enacted*, That where an individual has filed, under the late pre-emption law, his declaration of intention to claim the benefits of said law for one tract of land, it shall not be lawful for the same individual at any future time to file a second declaration for another tract.

SEC. 5. *And be it further enacted*, That claimants under the late pre-emption law, for land not yet proclaimed for sale, are required to make known their claims, in writing, to the register of the proper land office, within three months from the date of this act when the settlement has been already made, and within three months from the time of the settlement when such settlement shall hereafter be made, giving the designation of the tract and the time of settlement; otherwise his claim to be

forfeited, and the tract awarded to the next settler, in the order of time, on the same tract of land, who shall have given such notice, and otherwise complied with the conditions of the law.

SEC. 6. *And be it further enacted*, That whenever the vacancy of the office either of register or receiver, or of both, shall render it impossible for the claimant to comply with any requisition of any of the pre-emption laws within the appointed time, such vacancy shall not operate to the detriment of the party claiming in respect to any matter essential to the establishment of his claim: *Provided*, That such requisition is complied with within the same period after the disability is removed, as would have been allowed him had such disability not existed.

SEC. 7. *And be it further enacted*, That where a settler on the public lands may reside on a quarter-section, a fractional quarter-section, or a fraction of a section less than one hundred and sixty acres, and cultivated land on any other and different tract of either of the descriptions aforesaid, he or she shall be entitled, under the act of June twenty-two, one thousand eight hundred and thirty-eight, to the same privileges of a choice between two legal subdivisions of each, so as to include his or her house and farm, not to exceed one hundred and sixty acres in all, as is granted by the first section of that act to settlers residing on a quarter-section and cultivating on another and different quarter.

SEC 8. *And be it further enacted*, That where two or more persons are residing on any of the species of tracts specified in section seven of this act, as required by the acts of the twenty-second of June, one thousand eight hundred and thirty-eight, and first of June, one thousand eight hundred and forty, and any one or more of said settlers may have cultivated land during the period of residence required by either of said acts on another and different tract, or other and different tracts, the latter-mentioned settlers shall be entitled to the option of entering the tract lived on, jointly with the other or others, or of abandoning the tract lived on to those who have not cultivated land as above required, and entering the tract or tracts cultivated, so as not to exceed one hundred and sixty acres to any one settler, who, by virtue of this section, is entitled to a separate entry; or such joint settlers may jointly enter the tract so jointly occupied by them, and, in addition, enter other contiguous unoccupied land, by legal subdivisions, so as not to exceed one hundred and sixty acres in all to each of such joint settlers: *Provided*, That the extended privileges granted to pre-emptors by this act shall not be construed to deprive any other actual settler of his or her previous and paramount right of pre-emption, or to extend to lands reserved for any purpose whatever.

SEC. 9. *And be it further enacted*, That all persons coming within the tenth section of the act of the fourth of September, eighteen hundred and forty-one, entitled "An act to appropriate the proceeds of the sales of the public lands and to grant pre-emption rights," shall be entitled to the right of pre-emption under its provisions, notwithstanding such persons claiming the pre-emption shall have settled upon and improved the lands claimed before the same were surveyed: *Provided*, Such settlements were made before the date of the aforesaid act, and after the extinguishment of the Indian title. And said act shall not be so construed as to preclude any person who may have filed a notice of intention to

claim any tract of land by pre-emption, under said act, from the right allowed by law to others to purchase the same by private entry after the expiration of the right of pre-emption.

Approved March 3, 1843.

AN Act to repeal a part of the act entitled "An Act supplementary to the several laws for the sale of the public lands," approved April fifth, one thousand eight hundred and thirty-two, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That from and after the passage of this act, the second proviso to the act entitled "An Act supplementary to the several laws for the sale of the public lands," approved April fifth, one thousand eight hundred and thirty-two, which is as follows, viz: "That no person shall be permitted to enter more than one half quarter-section of land under this act in quarter quarter-sections in his own name, or in the name of any other person, and in no case unless he intends it for cultivation or for the use of his improvement. And the person making application to make an entry under this act shall file his or her affidavit, under such regulations as the Secretary of the Treasury [Interior] may prescribe, that he or she makes the entry in his or her own name, for his or her own benefit, and not in trust for another," shall be, and the same is hereby repealed; and all entries, selections, or locations of lands now suspended in the General Land Office, because made contrary to the restrictions in this proviso, shall be, and they are hereby confirmed, provided they are in all other respects fair and regular.

Approved May 8, 1846.

With the foregoing the reader has all the laws and information pertaining to pre-emption in the possession of the Department.

An Act to secure Homesteads to Actual Settlers on the Public Domain, May 20th, 1862.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That any person who is the head of a family, or who has arrived at the age of twenty-one years, and is a citizen of the United States, or who shall have filed his declaration of intention to become such, as required by the naturalization laws of the United States, and who has never borne arms against the United States Government, or given aid and comfort to its enemies, shall, from and after the first January, eighteen hundred and sixty-three, be entitled to enter one quarter section or a less quantity of unappropriated public lands, upon which said person may have filed a preëmption claim, or which may, at the time the application is made, be subject to preëmption at one dollar and twenty-five cents, or less, per acre; or eighty acres or less of such unappropriated lands, at two dollars and fifty cents per acre, to be located in a body, in conformity to the legal sub-subdivisions of the public lands, and after the same shall have been surveyed: Provided, That any person owning and residing on land may, under the provisions of this act, enter other land lying contiguous to his or her said land, which shall not, with the land so already owned and occupied, exceed in the aggregate one hundred and sixty acres.

SEC. 2. And be it further enacted, That the person applying for the benefit of this act shall, upon application to the register of the land office in which he or she is about to make such entry, make affidavit before the said register or receiver that he or she is the head of a family, or is twenty-one years or more of age, or shall have performed service in the army or navy of the United States, and that he has never borne arms against the Government of the United States, or given aid and comfort to its enemies, and that such application is made for his or her exclusive use and benefit, and that said entry is made for the purpose of actual settlement and cultivation, and not either directly or indirectly for the use or benefit of any other person or persons whomsoever; and upon filing the said affidavit with the register or receiver, and on payment of ten dollars, he or she shall thereupon be permitted to enter the quantity of land specified: Provided, however, That no certificate shall be given or patent issued therefor until the expiration of five years from the date of such entry; and if, at the expiration of such time, or at any time within two years thereafter, the person making such entry; or, if he be dead, his widow; or, in case of her death, his heirs or devisee; or in case of a widow making such entry, her heirs or devisee, in case

of her death, shall prove by two credible witnesses that he, she, or they have resided upon or cultivated the same for the term of five years immediately succeeding the time of filing the affidavit aforesaid, and shall make affidavit that no part of said land has been alienated, and that he has borne true allegiance to the Government of the United States; then, in such case, he, she, or they, if at that time a citizen of the United States, shall be entitled to a patent, as in other cases provided for by law: And provided, further, That in case of the death of both father and mother, leaving an infant child, or children, under twenty-one years of age, the right and fee shall enure to the benefit of said infant child or children; and the executor, administrator, or guardian may, at any time within two years after the death of the surviving parent, and in accordance with the laws of the State in which such children for the time being have their domicil, sell said land for the benefit of said infants, but for no other purpose; and the purchaser shall acquire the absolute title by the purchase, and be entitled to a patent from the United States, on payment of the office fees and sum of money herein specified.

SEC. 3. And be it further enacted, That the register of the land office shall note all such applications on the tract books and plats of his office, and keep a register of all such entries, and make return thereof to the General Land Office, together with the proof upon which they have been founded.

SEC. 4. And be it further enacted, That no lands acquired under the provisions of this act shall in any event become liable to the satisfaction of any debt or debts contracted prior to the issuing of the patent therefor.

SEC. 5. And be it further enacted, That if, at any time after the filing of the affidavit, as required in the second section of this act, and before the expiration of the five years aforesaid, it shall be proven, after due notice to the settler, to the satisfaction of the register of the land office, that the person having filed such affidavit shall have actually changed his or her residence, or abandoned the said land for more than six months at any time, then and in that event the land so entered shall revert to the government.

SEC. 6. And be it further enacted, That no individual shall be permitted to acquire title to more than one quarter section under the provisions of this act; and that the Commissioner of the General Land Office is hereby required to prepare and issue such rules and regulations, consistent with this act, as shall be necessary and proper to carry its provisions into effect; and that the registers and receivers of the several land offices shall be entitled to receive the same compensation for any lands entered under the provisions of this act that they are now entitled to receive when the same quantity of land is entered with money, one half

to be paid by the person making the application at the time of so doing, and the other half on the issue of the certificate by the person to whom it may be issued; but this shall not be construed to enlarge the maximum of compensation now prescribed by law for any register or receiver: Provided, That nothing contained in this act shall be so construed as to impair or interfere in any manner whatever with existing preëmption rights: And provided, further, That all persons who may have filed their applications for a preëmption right prior to the passage of this act, shall be entitled to all privileges of this act: Provided, further, That no person who has served, or may hereafter serve, for a period of not less than fourteen days in the army or navy of the United States, either regular or volunteer, under the laws thereof, during the existence of an actual war, domestic or foreign, shall be deprived of the benefits of this act on account of not having attained the age of twenty-one years.

SEC. 7. And be it further enacted, That the fifth section of the act entitled "An act in addition to an act more effectually to provide for the punishment of certain crimes against the United States, and for other purposes," approved the third of March, in the year eighteen hundred and fifty-seven, shall extend to all oaths, affirmations and affidavits, required or authorized by this act.

SEC. 8. And be it further enacted, That nothing in this act shall be so construed as to prevent any person who has availed him or herself of the benefits of the first section of this act, from paying the minimum price, or the price to which the same may have graduated, for the quantity of land so entered at any time before the expiration of the five years, and obtaining a patent therefor from the government, as in other cases provided by law, on making proof of settlement and cultivation as provided by existing laws granting preëmption rights.

Approved, May 20th, 1862.

MISCELLANEOUS INFORMATION.

A promise of a debtor to give "satisfactory security" for the payment of a portion of his debt, is a sufficient consideration for a release of the residue by his creditor.

Administrators are liable to account for interest on funds in their hands, although no profit shall have been made upon them, unless the exigencies of the estate rendered it prudent that they should hold the funds thus invested.

Any person who voluntarily becomes an agent for another, and in that capacity obtains information to which as a stranger he could have had no access, is bound, in subsequent dealing with his principal, as purchaser of the property that formed the subject of his agency, to communicate such information.

When a house is rendered untenantable in consequence of improvements made on the adjoining lot, the owner of such cannot recover damages, because it is presumed that he had knowledge of the approaching danger in time to protect himself from it.

When a merchant ship is abandoned by order of the master, for the purpose of saving life, and a part of the crew subsequently meet the vessel so abandoned, and bring her safe into port, they will be entitled to salvage.

A person who has been led to sell goods by means of false pretences, cannot recover them from one who has purchased them in good faith from the fraudulent vender.

An agreement by the holder of a note to give the principal debtor time for payment without depriving himself of the right to sue, does not discharge the surety.

A seller of goods who accepts, at the time of sale, the note of a third party, not endorsed by the buyer, in payment, cannot, in case the note is not paid, hold the buyer responsible for the value of the goods.

A day book copied from a "blotter" in which charges are first made, will not be received in evidence as a book of original entries.

Common carriers are not liable for extraordinary results of negligence that could not have been foreseen by ordinary skill and foresight.

A bidder at a Sheriff's sale may retract his bid at any time before the property is knocked down to him, whatever may be the conditions of the sale.

Acknowledgment of debt to a stranger does not preclude the operation of the statute.

The fruits and grass on the farm or garden of an intestate descend to the heir.

Agents are solely liable to their principals.

A deposit of money in bank by a husband in the name of his wife gives to her.

Money paid on Sunday contracts may be recovered.

A debtor may give preference to one creditor over another, unless fraud or special legislation can be proved.

A court cannot give judgment for a larger sum than that specified in the verdict.

Imbecility on the part of either the husband or the wife invalidates the marriage.

An action for malicious prosecution will lie, though nothing further was done than suing out warrants.

An agreement not to continue the practice of a profession or business in any specified town, if the party so agreeing has received a consideration for the same, is valid.

When A. consigns goods to B. to sell on commission, and B. delivers them to C. in payment of his own antecedent debts, A. can recover their value.

A finder of property is compelled to make diligent inquiry for the owner thereof, and to restore the same. If, on finding such property, he attempts to conceal such fact, he may be prosecuted for larceny.

A private person may obtain an injunction to prevent a public mischief by which he is affected in common with others.

Any person interested may obtain an injunction to restrain the State or a municipal corporation from maintaining a nuisance on its lands.

A discharge under the insolvent laws of one State will not discharge the insolvent from a contract made with a citizen of another State.

To prosecute a party with any other motive than to bring him to justice, is a malicious prosecution, and actionable as such.

Ministers of the gospel, residing in any incorporated town, are not exempt from jury, military, or fire service.

When a person contracts to build a house, and is prevented by sickness from finishing it, he can recover for the part performed, if such part is beneficial to the other party.

In a suit for enticing away a man's wife, actual proof of the marriage is not necessary. Cohabitation, reputation, and the admission of marriage by the parties, are sufficient.

Permanent erections and fixtures, made by a mortgagor after the execution of the mortgage upon the land conveyed by it, become a part of the mortgaged premises.

When a marriage is denied, and plaintiff has given sufficient evidence to establish it, the defendant cannot examine the wife to disprove the marriage.

The amount of an express debt cannot be enlarged by application

Contracts for advertisements in Sunday newspapers cannot be enforced.

A seller of goods, chattels, or other property, commits no fraud, in law, when he neglects to tell the purchaser of any flaws, defects, or unsoundness in the same.

The opinions of witnesses, as to the value of a dog that has been killed, are not admissible in evidence. The value of the animal is to be decided by the jury.

If any person puts a fence on or ploughs the land of another, he is liable for trespass, whether the owner has sustained injury or not.

If a person, who is unable from illness to sign his will, has his hand guided in making his mark, the signature is valid.

When land trespassed upon is occupied by a tenant, he alone can bring the action.

To say of a person, "if he does not come and make terms with me, I will make a bankrupt of him, and ruin him," or any such threatening language, is actionable, without proof of special damage.

In an action for slander, the party making the complaint must prove the words alleged; other words of a like meaning will not suffice.

In a suit of damages, for seduction, proof of pregnancy, and the birth of a child, is not essential. It is sufficient if the illness of the girl, whereby she was unable to labor, was produced by shame for the seduction; and this is such a loss of service as will sustain the action.

Addressing to a wife a letter, containing matter defamatory to the character of her husband, is a publication, and renders the writer amenable to damages.

A parent cannot sustain an action for any wrong done to a child, unless he has incurred some direct pecuniary injury therefrom, in consequence of some loss of service, or expenses necessarily consequent thereupon.

A master is responsible for an injury resulting from the negligence of his servant, whilst driving his cart or carriage, provided the servant is, at the time, engaged in his master's business, even though the accident happens in a place to which his master's business does not call him; but if the journey of the servant be solely for a purpose of his own, and undertaken without the knowledge or consent of his master, the latter is not responsible.

An emigrant depot is not a nuisance in law.

A railroad track through the streets is not a nuisance in law

In an action for libel, against a newspaper, extracts from such newspaper may be given to show its circulation, and the extent to which the libel has been published. The jury, in estimating the damages, are to look at the character of the libel, and whether the

defendant is rich or poor. The plaintiff is entitled, in all cases, to his actual damages, and should be compensated for the mental sufferings endured, the public disgrace inflicted, and all other actual discomfort produced.

Delivery of a husband's goods by a wife to her adulterer, he having knowledge that she has taken them without her husband's authority, is sufficient to sustain an indictment for larceny against the adulterer.

The fact that the insurer was not informed of the existence of a pending litigation, affecting the premises insured, at the time the insurance was affected, does not vitiate the policy.

The liability of an innkeeper is not confined to personal baggage, but extends to all the property of the guest that he consents to receive.

When a minor executes a contract, and pays money, or delivers property on the same, he cannot afterwards disaffirm such contract, and recover the money, or property, unless he restores to the other party the consideration received from him for such money or property.

When a person has, by legal inquisition, been found an habitual drunkard, he cannot, even in his sober intervals, make contracts to bind himself or his property, until the inquisition is removed.

Any person dealing with the representative of a deceased person, is presumed, in law, to be fully apprised of the extent of such representative's authority to act in behalf of such estate.

In an action against a railroad company, by a passenger, to recover damages for injuries sustained on the road, it is not compulsory upon the plaintiff to prove actual negligence in the defendants; but it is obligatory on the part of the latter to prove that the injury was not owing to any fault or negligence of theirs.

A guest is a competent witness in an action between himself and an innkeeper, to prove the character and value of lost personal baggage. Money in a trunk, not exceeding the amount reasonably required by the traveller to defray the expenses of the journey which he has undertaken, is a part of his baggage; and in case of its loss, while at any inn, the plaintiff may prove its amount by his own testimony.

The deed of a minor is not absolutely void. The court is authorized to judge, from the instrument, whether it is void or not, according to its terms being favorable or unfavorable, to the interests of the minor.

A married woman (except in California and Indiana) is entitled in the event of her surviving her husband, to the use of one-third of all his real estate, during her natural life, which interest is called her dower. The widow's dower set apart by her husband, can not be sold to satisfy his debts.

Any contract made with a person judicially declared a lunatic is void

Money paid voluntarily in any transaction, with a knowledge of the facts, cannot be recovered.

In all cases of special contract for services, the plaintiff can recover only the amount stipulated in the contract.

A wife is a competent witness with her husband to prove the contents of a lost trunk.

A wife cannot be convicted of receiving stolen goods when she received them of her husband.

Insurance against fire, by lightning or otherwise, does not cover loss by lightning without combustion.

Failure to prove plea of justification, in a case of slander, aggravates the offence.

It is the agreement of the parties to sell by sample that constitutes a sale by sample, not the mere exhibition of a specimen of the goods.

An agent is liable to his principals for loss caused by his misstatements, though unintentional.

Makers of promissory notes given in advance for premiums on policies of insurance, thereafter to be taken, are liable thereon.

An agreement to pay for procuring an appointment to office, is void.

An attorney may plead the statute of limitations, when sued by a client for money which he has collected and failed to pay over.

Testimony given by a deceased witness on a first trial is not required to be repeated verbatim on the second.

A person entitling himself to a reward offered for lost property has a lien upon the property for the reward; but only when a definite reward is offered.

Confession by a prisoner must be voluntarily made to constitute evidence against him.

The defendant in a suit must be served with process; but service of such process upon his wife, even in his absence from the State, is not, in the absence of statutory provisions, sufficient.

The measure of damages in trespass for cutting timber, is its value as a chattel on the land where it was felled, and not the market price of the lumber manufactured.

To support an indictment for malicious mischief in killing an animal, malice towards its owner must be shown, not merely passion excited against the animal itself.

No action can be maintained against a Sheriff for omitting to account for money obtained upon an execution within a reasonable time. He has till the return day to render such account.

An interest in the profits of an enterprise, *as* profits, renders the party holding it a partner in the enterprise, and makes him presumptively liable to share any loss.

LAWS OF EACH STATE

CONCERNING THE

COLLECTION OF DEBTS,

HOUSEHOLD AND HOMESTEAD EXEMPTION,

LEGAL RATES OF INTEREST,

LIMITATION OF ACTIONS,

LIEN,

LICENSE TO SELL GOODS, AND

QUALIFICATIONS OF VOTERS.

CONCERNING THE COLLECTION OF DEBTS.

MAINE.—A debtor within the State may be arrested on any judgment or contract, amounting to or exceeding the sum of ten dollars, if he is about to leave the State, and it can be proven on oath by the creditor that the debtor has means more than sufficient for his immediate use.

NEW-HAMPSHIRE.—A debtor may be arrested in this State, if the creditor can prove on oath that he is indebted to him in a writ of execution in the sum of thirteen dollars and thirty-three cents or over, and that there is good reason to believe that he is about to leave the State to avoid the payment of his debts, or that he is concealing his property for the same purpose. The debtor, on his arrest, may demand to be led before two Justices of the Peace; and if the magistrates are satisfied, from his affidavit and such evidence as he may bring forward, that he neither conceals his property nor designs to leave the State, they may order his discharge. [No female can be arrested for debt in this State.]

VERMONT.—In this State, no resident citizen of any of the United States can be arrested for debt, unless it can be satisfactorily proved that he is about to abscond from the State with money or other property secreted about his person or elsewhere, to the amount of twenty dollars or more, or sufficient to satisfy the claim for which the writ against him is issued. The writ of attachment may issue against his goods, chattels or estate, and, if none can be found, then against his body. [No female can be arrested for debt in Vermont.]

MASSACHUSETTS.—No person shall be arrested on mesne process in an action of contract, unless the plaintiff, or some person in his behalf, makes affidavit and proves: First, That he has a good cause of action, and reasonable expectation of recovering a sum amounting to twenty dollars, exclusive of all costs which have accrued in any former action. Second, That he believes, the defendant has property not exempt from being taken from execution, which he does not intend to apply to the payment of the plaintiff's claim: and Third, that he believes that the defendant intends to leave the state, so that execution, if obtained, cannot be served upon him: or (instead of the second or third) that the defendant is an attorney at law; that the debt is for money collected by the defendant for the plaintiff, and that the defendant unreasonably neglects to pay the same. No person shall be arrested on mesne process in an action of tort, unless it is proved that the plaintiff believes that he has a good cause of action against the defendant, that he has a reasonable expectation of recovering a sum equal to one-third the damages claimed in the writ, and that he has reason to believe that the defendant is likely to remove beyond the jurisdiction of the court. No person shall be arrested on an execution, except in actions of tort, unless after

execution is issued amounting to twenty dollars, exclusive of all cost, it is proved that the debtor has property not exempt from being taken on execution, which he does not attempt to apply for the payment of the plaintiff's claim; or, that since the debt was contracted, or the cause of action accrued, the debtor has fraudulently conveyed, concealed, or otherwise disposed of some part of his estate, with a design to secure the same to his own use or defraud his creditors; or, that since the said time, the debtor has hazarded and paid money or other property to the value of one hundred dollars or more in some kind of gaming prohibited by the law of this state; or, that since that time, the debtor has wilfully misused his estate for the purpose of enabling himself to swear that he has not any estate to the amount of twenty dollars, except such as is exempt from being taken on exemption. If the action was founded on contract, it must be proved, that the debtor contracted the debt with the intention not to pay the same; or, that the defendant is an attorney at law, and that the same unreasonably neglects to pay the money collected by the defendant to the plaintiff. No person shall be arrested on mesne process in a civil action for slander or libel; no woman shall be arrested on any civil process except for tort. When arrested on mesne process the defendant shall be allowed reasonable time to procure bail, and when arrested in such process in action of contract, or on execution, he shall be allowed reasonable time for his recognizance.

All real estate, goods and chattels, liable to be taken on execution (except such goods and chattels as, from their nature or situation, have been considered as exempt according to the principles of the common law as adopted and practised in this state) may be attached upon the original writ, in every action in which debt or damages are recoverable, and held as security to satisfy such judgment as the plaintiff may recover: provided, that no attachment of lands or tenements shall be made on a writ returnable before a justice of the peace, or police court, unless the debt or damage demanded therein exceed twenty dollars. Different attachments may be made successfully upon the same writ, but no further attachment shall be made after the summons is served. Excessive attachments may be reduced on application to the court.

Rhode Island.—All debtors are liable to arrest in this State This applies to males and females. The latter, however, are only liable where the debt or damages recovered exceed the sum of fifty dollars. She may also be arrested on a writ of execution for a less sum, when the contract is under seal. Whenever the Sheriff holding the warrant of arrest cannot find the defendant, he may attach his or her goods and chattels.

Connecticut.—No person can be arrested for debt in this State unless it can be proved that he employed fraud or made false representations in contracting the debt; or that he conceals effects

not exempt from attachment to prevent their being seized by legal process; or refuses to pay his creditor or creditors holding judgments against him when he is possessed of sufficient means to do so; or refuses to disclose his rights of action; or in an action on a promise to marry; or for misconduct or neglect in office; or in a professional employment; or as trustee or in a fiduciary capacity.

NEW YORK.—A debtor may be arrested in this State only when it can be proved that he used fraud in contracting the debt, or that he concealed or put his property out of his hands for the purpose of defeating his creditors. But before the complainant can obtain the order of arrest, he must give security to the Judge before whom the case is to be tried, that he will pay all costs and damages consequent upon the arrest, in case the defendant should suceeed in recovering judgment. The defendant, when arrested, may give bail, by causing a written undertaking to be executed by two or more responsible bondsmen in the sum demanded by the Judge, to the effect that he—the defendant—will at all times hold himself in readiness to respond to any call made for his appearance at the Court. His sureties may, at any time previous to the termination of the suit, withdraw their bonds for his appearance; or the defendant may surrender himself to the Sheriff, who will detain him till the rendering of the verdict. [Females are liable to arrest in this State only in cases of wilful injury to person, character, or property.]

NEW-JERSEY.—A debtor suspected of fraud towards his creditors may be arrested in this State; but he may be discharged from such arrest if he make out and deliver to the officer arresting him a true inventory under oath of all his property, real and personal, and give security to the plaintiff in double the amount claimed, that he will appear before the next court holden in the county where the arrest is made, and petition for the benefit of the insolvent laws. In case of forfeiture of the bond, the plaintiff may bring an action thereon, and recover the debt, damages, and costs. If any shall make oath that his debtor has absconded from the State, he may obtain an attachment against the property of such debtor, wherever it may be found; and the writ of attachment holds the property of the defendant from the time of the execution of the same. All conveyances of the property attached made by the defendant pending the attachment, are void against the plaintiff and creditors who became parties to the attachment. [All females are exempt from arrest for debt.]

PENNSYLVANIA.—A debtor cannot be arrested for debt in this State, except when he is about to remove any part of his property out of the jurisdiction of the court in which suit is brought, with intent to defraud his creditors; or when he has disposed or is about to dispose of his property, or secrete it, to defeat the claims of his creditors; or when he has rights in action, or interest in any public or

corporate stock, or evidences of money due him, which he refuses to apply to the payment of any judgment or judgments against him; or when he has employed fraud in incurring the debt. His property may be attached when he is about to remove it, in whole or in part, from the county in which he has been accustomed to reside; when he remains absent from the State, or confines himself to his own house, or otherwise conceals himself, for the purpose of defrauding his creditors.

MARYLAND.—Imprisonment for debt does not exist in this State. Any creditor may, on a judgment, attach the real or personal estate, or rights in and of action of his debtor. If the debtor is not a citizen of the State, and does not reside therein, or if he is a fugitive from justice, or has removed from his usual residence, with intent to injure or defraud his creditors, the latter may obtain an attachment against his property, real and personal, and also against his rights in action.

DELAWARE.—Imprisonment for debt in this State exists only when it can be shown that the debtor has secreted or conveyed away his property to defraud his creditor or creditors. The party making the complaint must set forth the alleged fraudulent conveyance, and state upon oath that the defendant is justly indebted to him in a sum exceeding five dollars, and that he verily believes the defendant has secreted or otherwise disposed of property over the value of twenty-five dollars, with the view of defrauding his creditors. There are two kinds of attachments for debt, viz.: the domestic and the foreign; under the former, an attachment may issue against a resident when it can be shown that he is justly indebted to plaintiff in the sum of fifty dollars or over, and has, as is believed, absconded for the purpose of wronging his creditors of their dues; under the latter, when it can be shown that the defendant resides out of the State, and is justly indebted to plaintiff in the sum of fifty dollars and upward.

VIRGINIA.—There is no imprisonment for debt in this State When a suit is instituted for debt or for damages on breach of contract, the complainant may obtain an attachment against the estate of the defendant (whether resident or non-resident) for the amount stated.

NORTH CAROLINA.—Imprisonment for debt does not exist When a debtor has removed, or is removing privily out of the county, or absents himself, so that process cannot be served upon him, an attachment may issue against the estate, real and personal, of such debtor, wherever the same may be found. An attachment may also issue in favor of a resident of the State against the estate of a non-resident.

SOUTH CAROLINA.—When a debt exceeds the sum of thirty dollars and sixty-two cents, the debtor may be arrested and held to

bail, upon an affidavit of the amount of the debt being annexed to the process. A debtor about to abscond before the maturity of his debt may also be arrested and held to bail. Attachments may be issued against the property of a debtor residing out of the State; against a debtor who is making preparations to abscond from the State; against a debtor who is removing, or about to remove from the district (the State is divided into districts instead of counties), and against a debtor who secretes himself, so that process cannot be served upon him.

GEORGIA.—In cases where a debt is not due, and the debtor is removing, or about to remove from the State, an affidavit of such fact, and of the amount of the debt, is sufficient to authorise the issue of an attachment against the property of such debtor.

Unmarried women, or widows, cannot be arrested for debt.

In any case pending a suit, if the debtor attempt to leave the State, or convey his property away, to the injury of his creditors, an attachment may immediately issue against his property.

Attachments may issue against the real and personal estate of a debtor residing without the limits of the State, whether the creditor resides within the State or not.

When a debtor is arrested or imprisoned for debt, and shall make it evident to the court that he is insolvent, and shall deliver a schedule of his real and personal estate, debts, credits, and effects, and shall take the insolvent's oath, he shall obtain a discharge from imprisonment; and every creditor so discharged shall not be liable to arrest or imprisonment for any debt contracted before his discharge.

ALABAMA.—A debtor may be arrested in this State on showing that he is preparing to abscond; that he has fraudulently disposed of his property; that he withholds property liable for his debts; that he secretes himself to avoid process; that he resides out of the State; or that he is about to remove his property from the State, whereby the plaintiff may lose his debt, or be compelled to sue for it in another State. Attachments, auxiliary to pending suits, may be sued out on the same grounds as original attachments. A debtor may get himself discharged from arrest by making an affidavit that the complaint on which he was arrested is not true, and that he is possessed of nothing with which to satisfy the debt; or, by rendering a schedule of his property, real and personal, and making an affidavit that he is not possessed of property to the value of twenty dollars, other than what is mentioned in the schedule, except such property as is by law exempt from execution, and that he has not disposed of property to secure it to his own use, or to defraud his creditors. This oath may, however, be impeached or controverted by the plaintiff. If the debtor be convicted of rendering a false or fraudulent schedule, he is liable to one year's imprisonment.

FLORIDA.—Imprisonment for debt exists not in this State. An attachment may issue against the estate of a debtor upon an affidavit that a debt is due, or becoming due, within nine months; that the debtor is removing, or about to remove, from the State; that he has absconded, or is about to abscond; that he conceals himself so that process cannot be served; or that he is secreting or otherwise disposing of his property, for the purpose of defrauding his creditors.

MISSISSIPPI.—Imprisonment for debt does not exist. Attachments may be issued against the property of a debtor when it can be made apparent to any Judge of the Supreme Court, or any Justice of the Peace of any county, that the debtor has removed, or is about to remove, his effects from the State; or that he conceals himself, so that process cannot be served upon him; or that he incurred the debt by fraudulent representations. As in New-York, however, the plaintiff must give a bond to secure the payment of all costs and damages that may be recovered against him by the defendant.

LOUISIANA.—Females and non-residents are exempt from arrest on civil contracts in this State. A debtor can be arrested before judgment, upon affidavit that he is about to quit the State, without leaving in it sufficient property to satisfy the judgment which the creditor expects to obtain. But after judgment, he cannot be arrested to compel the payment thereof. When a creditor believes that a third person has in his possession certain property belonging to his debtor, he may cite such person to declare on oath what property he has in his possession belonging to the defendant, and to what amount he is indebted to said defendant, notwithstanding the debt is not fully due. Attachments may issue against the property of a debtor when it shall appear that he is about to quit the State, or where he has already left the State, never to return, or in case he resides out of the State; or where he secretes himself to avoid process. A debtor's property may also be attached in the hands of third persons to secure the payment of a debt, whether the amount be liquidated or not, provided the time of payment has arrived, and the creditor state expressly and positively the amount which he claims. But plaintiff, in conjunction with one good and solvent surety, residing within the jurisdiction of the court to which the petition for attachment is presented, must give security for the payment of any damages which may ensue, should it be decided that the attachment was wrongfully obtained.

KENTUCKY.—Attachments may issue for the recovery of money upon a contract where the action is against one or more defendants, who, or some one of whom, reside out of the State; or who has been absent from the State during a period of four months; or has departed from the State with intent to defraud his creditors; or has left the county in which he usually resides for the purpose of

avoiding process; or conceals himself so that summons cannot be served upon him; or who is about to remove his property or some portion of it, from the State, not leaving sufficient to satisfy the claims of plaintiff; or who has or is about to dispose of his property with intent to defraud his creditors. Security must be given by the plaintiff to satisfy the defendant's damages, if it be proved that the order was wrongfully obtained.

Illinois.—An attachment may issue against the body of a debtor refusing to surrender his property, real and personal, for the satisfaction of any execution that may be issued against it; also, when it can be shown that a debtor has employed fraud, either in incurring a debt or in concealing, removing, or otherwise disposing of his property for the purpose of defrauding his creditors. These are the only cases in which a party may be arrested for debt. Attachments may issue against the property of a debtor who is preparing to remove the same from the State; also, against the property of a non-resident, when the sum of his indebtedness exceeds twenty dollars.

Indiana.—Before special bail can be required, the plaintiff must file an affidavit with the clerk of the court where the suit is instituted, setting forth his right to recover an existing debt or damages from the defendant, and that he believes the latter is about to leave the State, taking with him property subject to execution, or money on effects which should be applied in satisfaction of plaintiff's debt or damages; defendant's object being to defraud said plaintiff. No warrant for arrest can be delivered to an officer, until an order for special bail is obtained and endorsed on such writ. Attachments may issue against the real and personal property of a debtor, when it shall be shown that he has left the State, or is making arrangements for that purpose, with intent to defraud his creditors or to avoid process; or that he keeps himself concealed so that process cannot be served upon him, with intent to create delay or defraud his creditors. But no attachment can issue against a debtor so long as his wife and family remain settled within the county where his usual place of residence may have been prior to his absence; provided such absence is not prolonged more than one year, and no attempt made to conceal his absence, and that he shall not be secretly transferring, conveying, or removing his property or effects, by which the payment of his debts may be evaded. Should his wife or family refuse to account for his absence, or to state where he may be found, or give a false account of either; or be unable to account for his absence; or to tell where he may be found; it shall be deemed an attempt to conceal his absence, and attachment may at once issue against his estate.

Ohio.—No female, nor any officer or soldier of the Revolutionary war, can be arrested or imprisoned in any case where the action is

founded on contract; neither can any person be imprisoned for debt, except in cases of fraud. An execution against the person of a debtor, and requiring his committal to the county jail until he satisfy the judgment, or is otherwise lawfully discharged, may issue upon any judgment for the payment of money, in the event of the judgment debtor having removed, or commenced to remove, any of his property out of the jurisdiction of the court, in order to prevent the collection of money due on the judgment; or when he is possessed of property which he fraudulently conceals with like intent; or when he has disposed of his property, or any part thereof, to prevent its being taken in execution; or if he fraudulently contracted the debt on which the judgment is rendered; or when he was arrested on an order before judgment, and has not been discharged as an insolvent debtor, or the order has not been set aside. Plaintiff must, in all cases, give a bond, with sufficient sureties, to pay the defendant any damages which may ensue from a wrongful attachment, not exceeding double the amount of the claim. A creditor, on giving a like bond, may make a similar affidavit before his amount is due, and on his filing it with the clerk of the court of common pleas, an attachment may issue against the property, real or personal, of the debtor. In such actions, plaintiff cannot have judgment until the claim is due.

Missouri.—Attachment may issue against a debtor when he does not reside within the limits of the State; when he secretes himself, to avoid process; when he has absconded; when he cannot be found at his usual place of abode; when he has removed, or is about to remove his property; when he has fraudulently conveyed, or concealed, or otherwise disposed of his property; when he is about to fraudulently convey, conceal, or otherwise dispose of his property, so as to hinder or delay his creditors; or when the debt was contracted out of the State, and the debtor has absconded, or secretly removed his property into the State with intent to hinder, delay, or defraud his creditors. In any of these cases of fraudulent disposition of property, the attachment may issue, even though the debt be not fully due. Before the attachment can issue, however, affidavit must be made by plaintiff, or his attorney, that defendant is justly indebted to plaintiff in the sum claimed, after allowing all just credits and offsets; the nature of said debt, and that deponent has good reason to believe the existence of one or more of the before-mentioned causes, entitling him to an attachment. This affidavit may be put in issue by defendant, in which case plaintiff must prove the facts stated in the ground of his attachment. The plaintiff must give a bond, with one or more responsible sureties, who must be resident householders of the county in which the suit is brought, in a sum at least double the amount of the demand, for the payment of such damages as may ensue, in the event

of a baseless attachment. Imprisonment for debt has no existence in this State.

MICHIGAN.—A debtor may be held to bail when it can be shown that he is about removing any portion of his property out of the jurisdiction of the court in which the suit is brought, with intent to defraud his creditors; that he has property or rights in action, or some interest in any public or corporate stock, or money, or evidence of debt, which he unjustly refuses to apply in satisfaction of such judgment as may have been rendered against him; that he fraudulently conceals such property; that he has removed, assigned, or otherwise disposed of, or is about to remove, assign, or dispose of any of his property, or rights in action, with intent to defraud his creditors; that he fraudulently contracted the debt in respect to which the suit is instituted; that he resides without the State, and has done so for a period of three months immediately preceding the time of making application for the attachment; or that defendant is a foreign corporation.

ARKANSAS.—Imprisonment for debt does not exist. No debtor can be arrested except upon affidavit by plaintiff, supported by the affidavit of some disinterested and credible person, to the effect that fraud has been committed, and a statement of the facts justifying such allegation. An attachment may issue against the property of a debtor, provided plaintiff shall, at the time of filing the declaration, likewise file an affidavit to the effect that the defendant is justly indebted to the plaintiff in a sum exceeding one hundred dollars, and stating the amount, and also that the defendant is not a resident of this State, or that he is about to remove out of this State, or that he is about to remove his goods and effects out of this State, or that he so secretes himself that process cannot be served on him. A bond in double the amount claimed must be given, conditioned for the payment of such damages as may be awarded against plaintiff. When the amount claimed is one hundred dollars or less, a Justice of the Peace may issue an attachment.

TENNESSEE.—Attachments may issue against the property of debtors resident within the limits of the State, whenever the sheriff of the county makes affidavit that the defendant is not to be found in his county; also, when a creditor makes oath that the debtor has absconded or secreted himself, so that process cannot be served upon him; or that he is removing or about to remove himself or his property out of the State; or that he is secreting or disposing of his property, or that he is a non-resident. Plaintiff must likewise state in his affidavit the amount of his claim. Citizens of other States may sue in the circuit courts of the State or of the United States. Judgment may be obtained by sureties and accommodation endorsers on motion, without notice, against their principals, or co-sureties, for their proportion of the debt. Sureties and creditors can, after obtaining judgment, recover from any person

who may have received usurious interest from their principal or debtor, the amount over and above the legal rate of interest so received; and this excess of interest in all cases constitutes a fund in the hands of the usurer for the payment of the demands of *bona fide* creditors. Execution issues against the real or personal property of the defendant immediately after the rendering of the judgment, and may be levied and a bond taken by the officer, with security for the delivery, on or before the first day of the term of court succeeding that in which execution issued, of sufficient property to satisfy the judgment; and in the event of the forfeiture of this bond, a writ authorizing a sale issues against defendant's property, and that of his surety, or the officer may proceed to sell under the original execution, and in case the amount is not raised by the second term after judgment, defendant and his sureties are liable. Imprisonment for debt does not exist.

TEXAS.—The constitution of this State expressly forbids the arrest of any person for debt. Attachments can be issued only against property, except in cases of fraud. An attachment may be sued out against a debtor when a summons to answer to a civil suit shall be returned by the sheriff, the debtor not being found in the county; and the attachment may be levied upon the property, real or personal, of said debtor. To obtain a writ of attachment, plaintiff or his agent must make an affidavit to the effect that the defendant is justly indebted to him in the sum claimed; that the defendant does not reside within the State, or that he is about to remove therefrom; or that he secretes himself, so that process cannot be served; or that he is about to remove his property out of the State, and that the attachment is not sued out for the purpose of injuring the defendant. The judges and clerks of district courts and justices of the peace may issue original attachments, returnable to their respective courts. When making the affidavit, plaintiff, with two or more sureties, must give a bond, in double the amount due, conditioned that he will prosecute the suit to effect, and that he will pay such damages as may be adjudged against him for wrongfully suing out such attachment. Writs of sequestration may issue under the following circumstances, viz: 1st. When a person sues for the title or possession of a slave, or other movable property or chattels, and makes affidavit that he fears the defendant, or party in possession thereof, will injure or ill treat such slave, or waste such property, or remove the same out of the State during the pendency of the suit. 2dly. When a person sues for the foreclosure of a mortgage, or the enforcement of a lien upon a slave, or other movable property, and swears that he fears the defendant will injure such slave, or waste such property, or remove such slave or property out of the county. 3dly. When any person sues for the title or possession of real property, and makes oath that he fears the defendant, or party in possession thereof, may make use of his possession to injure

such property, or to waste the fruits and revenue produced by the same or convert them to his own use. 4thly. When any person sues for the title or possession of any property from which he has been ejected by force or violence, and shall make affidavit of such facts. and 5thly. When a married woman sues for a divorce, and makes oath that she fears that her husband will waste her separate or their common property, or the fruits of revenue produced by either, or remove the same out of the State during the pendency of the suit.

Iowa.—Arrest for debt cannot take place in this State, except on proof of fraud. Attachment may issue by the clerk of a district court in an action founded on contract, provided that plaintiff makes an affidavit stating as near as possible the amount due him by defendant; that he has good reason to believe the defendant is about to dispose of or remove his property with intent to defraud his creditors; that he has absconded or secreted himself, so that process cannot be served upon him; or that he is a non-resident of the State. The writ may be levied upon defendant's estate, real or personal, found in the county; or upon so much of the same as may be sufficient to satisfy the debt, together with interest and costs of suit.

Wisconsin.—Imprisonment for debt does not exist. Attachment may issue when the amount claimed exceeds one hundred dollars over and above all effects, upon an affidavit by plaintiff to the effect that defendant is indebted to him in the sum claimed, and that said sum is due on contract, express or implied, or upon judgment or decree; that plaintiff knows or believes that defendant has absconded or is about to abscond from the State, or that he has concealed himself to delay and injure his creditors; or that he has assigned, concealed, or otherwise disposed of his property, for the purpose of defrauding his creditors; or that he has removed or is about to remove property from the State with the like intent; or that he fraudulently contracted the debt; or that he has fraudulently conveyed or disposed of his property, or a part of it, or is about to do so, with intent to defraud his creditors; or that he is a non-resident of the State, or is a foreign corporation. Attachments may issue in these cases when the amount claimed by plaintiff in the affidavit exceeds five dollars over and above offsets, and the defendant resides in another county, and over one hundred miles from the office of the Justice.

California.—No female can be arrested in any civil action. A debtor may be arrested when fraud has been employed in incurring the debt; or when he has concealed, removed, or disposed of his property, or is about to do so, with intent to defraud his creditors. Before attachment can issue, plaintiff or his agent must prove the facts set forth in his affidavit; he must also execute a guarantee, with two or more sureties, to pay defendant all costs and damages

that may be sustained in consequence of the arrest, to the amount of at least two hundred dollars. The officer serving the writ must notify the plaintiff when the arrest is made. Defendant may demand an immediate trial, and it must be had within three hours, (unless the trial of another action is pending,) otherwise defendant is discharged. If the plaintiff obtain judgment in this trial, he may obtain another arrest on the same ground as the first. Defendant may be discharged upon giving an undertaking, with two satisfactory sureties, binding themselves in the amount named in the order of arrest, that he will render himself amenable to the process of the Court. Attachment may issue against the property, real or personal, of a debtor for an obligation founded on contract for the payment of money in the State, whether the contract was made in the State or not. In cases of attachment, it matters not whether plaintiff or defendant be a citizen or an alien, so long as the demand grows out of a California contract. When a sale on execution takes place, the personal estate must be first disposed of; then the real property, or so much of it as is requisite to satisfy the demand. The debtor may at any time, within six months after the sale, redeem all real estate, except leasehold, of unexpired terms of less than two years, by paying the amount for which it was sold, with eighteen per cent. interest thereon. The purchaser is entitled to receive rent from any person who may be in possession, except the debtor.

MINNESOTA.—The constitution of this State expressly forbids the arrest of any person for debt. Attachments can be issued only against a debtor when the plaintiff or complainant shall seek to charge the defendant with fraud, the concealment of goods, property, or money, or with bad faith, touching any pecuniary or business transaction, such plaintiff or complainant shall, in all such cases, be left to his suit against the defendant, in and by which, in his pleadings, he shall charge the defendant with such fraud, concealment, &c., in as clear and distinct a manner as the case shall permit, to which the defendant shall answer or plead, and the facts arising or elicited upon such pleadings, and the accompanying evidence, shall be submitted to the jury, as in criminal cases. The plaintiff, in an action to recover the possession of personal property, may, at the time of issuing the summons, or at any time before answer, claim the immediate delivery of such property. When a delivery is claimed, an affidavit must be made by the plaintiff, or by some one in his behalf, showing: 1. That the plaintiff is the owner of the property claimed, (particularly describing it,) or is lawfully entitled to the possession thereof, the facts in respect to which must be set forth. 2. That the property is wrongfully detained by the defendant. 3. The alledged cause of the detention thereof, according to his best knowledge, information, and belief. 4. The actual value of the property. The plaintiff may, thereupon,

by indorsement in writing upon the affidavit, require the Sheriff of the county where the property claimed may be, to take the same from the defendant and deliver it to the plaintiff.

Oregon.—A debtor may be arrested in this State, if the creditor can prove on oath that the said debtor is not a resident of the State, or has departed therefrom, or that there is good reason to believe that he is about to leave the State, with the intent to delay or defraud his creditors, or to avoid the service of a summons; or that he has assigned, secreted, or disposed of, or is about to assign, secrete, or dispose of his property, or any part thereof, with the intent to delay or defraud his creditors; or, that the debt was fraudulently contracted.

Before executing a writ, the Sheriff to whom it is directed shall require a written undertaking, on the part of the plaintiff, with one or more sureties, in a sum not less than one hundred dollars, nor exceeding the amount claimed by the plaintiff, to the effect that if the defendant recover judgment, the plaintiff will pay all costs that may be awarded to the defendant, and all damages which he may sustain by reason of the attachment, not exceeding the sum specified in the undertaking.

District of Columbia.—No person can be imprisoned on any judgment rendered by a single magistrate, or in any case where the judgment, exclusive of costs, shall not exceed twenty dollars; but that in such cases execution shall be only on the goods and chattels of the debtor, and shall issue by order of the justice who may have taken cognizance of the action, from the clerk's office, and shall be returnable thereto. Attachments may issue against the property of absconding debtors, and others, whose persons cannot be arrested.

Kansas.—No person in this State can be arrested, held to bail, or imprisoned for debt. Creditors, however, whose demands amount to fifty dollars, may sue their debtors in any court having jurisdiction of the subject matter, by attachment, in the following cases: First. Where the debtor is not a resident of, nor resides within this State. Second. Where the debtor conceals himself, so that the ordinary process of law cannot be served upon him. Third. Where the debtor has absconded or absented himself from his ordinary place of abode in this State, so that the process of law cannot be served upon him. Fourth. Where the debtor is about to remove his property or effects out of this State, with the intent to defraud, hinder, or delay his creditors. Fifth. Where the debtor has fraudulently conveyed or assigned, or fraudulently concealed or disposed, or is about, fraudulently, to convey or assign his property or effects, so as to hinder or delay his creditors. Sixth. Where the debt was contracted out of this State, and the debtor has absconded or secretly removed his property or effects into this State, with the intent to defraud

hinder, or delay his creditors. An affidavit, alleging any one of these causes, shall be held and adjudged good and sufficient.

NEBRASKA.—Any person may be arrested in this state for debt, and an attachment may issue when any person or persons shall file an affidavit before any judge or justice of the peace, stating the nature of the plaintiff's claim, that is just, and the amount thereof, as nearly as may be, and establishing one or more of the following particulars. First. That the defendant has removed, or begun to remove, any of his property out of the jurisdiction of the court, with intent to defraud his creditors; that he has begun to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors; that he has property, or rights of action, which he fraudulently conceals; that he has assigned, removed, disposed of, or has begun to dispose of his property, or a part thereof, with intent to defraud his creditors; that he fraudulently contracted the debt, or incurred the obligation, for which suit is about to be, or has been brought. The affidavit shall also contain a statement of the facts claimed to justify the belief in the existence of one or more of the above particulars.

The order of arrest shall not be issued by the clerk of the court, until there has been executed, by one or more sufficient sureties of the plaintiff, a written undertaking, to the effect that the plaintiff shall pay to the defendant all damages which he may sustain by reason of the arrest, if the order be wrongfully obtained, not exceeding double the amount of the plaintiff's claim stated in the affidavit.

UTAH.—Attachments may issue within the limits of this territory, when any person or persons shall file an affidavit in any of the courts of this territory that some person or persons are about to leave the county or territory, removing their effects with the intention, he believes, of defrauding his, her, or their creditors, and that such person or persons are indebted to him, her, or them, either by note or book account, and are about to leave without paying the same, the court shall issue a writ of attachment upon the goods, chattels, and effects, of such person or persons, and such goods, chattels, and effects shall be held to pay the debt and costs, if, upon a trial, judgment shall be rendered against the defendant The writ of attachment may be directed to any and all persons that shall be owing the said defendant when there is not sufficient property found to satisfy the debt and costs; and any such person, so notified or served with an attachment, shall be held liable to the amount of his indebtedness.

WASHINGTON.—Attachments may issue against a debtor when he does not reside within the limits of this territory; when he secretes himself to avoid process; when he has removed, or is about to remove his property, or a material part thereof; when he is

about to sell, convey, or otherwise dispose of his property, with intent to hinder, defraud, or delay his creditors. No attachment, for being a non-resident, or secretly leaving the Territory, shall issue against any debtor while his family remains settled within the county where he usually resided, prior to his absence, if he shall not continue absent from the Territory more than one year after he shall have absented himself, unless an attempt be made to conceal his absence. The plaintiff, or some one in his behalf, shall, before a writ issues, execute a bond, with sufficient surety, to be approved by the clerk of the court, payable to the defendant, agreeing to pay all damages which may be sustained by the defendant, if the proceedings of the plaintiff shall be wrongful and oppressive.

NEVADA TERRITORY.—Attachments may issue against a debtor when he is not a resident of this Territory; when he has absconded or absented himself from his usual place of abode, or is about to abscond or absent himself, so that the ordinary process of law cannot be served upon him; when he conceals himself to avoid process; when he has removed, or is about to remove, any of his property or effects out of the Territory, to the injury of his creditors, or with the intent to hinder, delay, or defraud them; when he has fraudulently conveyed, assigned, or otherwise disposed of his property or effects; when he has fraudulently concealed his property and effects; and when he fraudulently contracted the debt, or incurred the obligation respecting which a suit is brought.

Before issuing a writ, the clerk shall require a written undertaking on the part of the plaintiff, in a sum not less than two hundred dollars, nor exceeding the amount claimed by the plaintiff, with sufficient sureties to the effect, that if the defendant recover judgment, or if the attachment should be dismissed, the plaintiff will pay all costs that may be awarded to the defendant, and all damage which he may sustain by reason of the attachment, not exceeding the sum specified in the undertaking.

DAKOTA TERRITORY.—Attachments may issue against a debtor when he is not a resident of this Territory; when he has absconded with the intent to defraud his creditors, when he has left the county of his residence, to avoid the service of a summons, or so conceals himself that a summons cannot be served upon him; when he is about to remove his property, or a part thereof, out of the jurisdiction of the court, with the intent to defraud his creditors; when he is about to convert his property, or a part thereof, into money, for the purpose of placing it beyond the reach of his creditors; when he has property, or rights in action, which he conceals; when he has assigned,

removed, or disposed of, or is about to dispose of his property, or a part thereof, with the intent to defraud his creditors; when he has fraudulently contracted the debt, or incurred the obligations for which suit is about to be, or has been brought. But an attachment shall not be granted on the ground that the defendant is a foreign corporation or a non-resident of this Territory, for any claim other than a debt or demand arising upon contract, judgment, or decree. When the ground of the attachment is, that the defendant is a foreign corporation, or a non-resident of this Territory, the order of attachment may be issued without an undertaking. In all other cases, the order of attachment shall not be issued by the clerk of the court, until there has been executed in his office, by one or more sufficient sureties of the plaintiff, to be approved by the clerk, an undertaking not exceeding double the amount of the plaintiff's claim, to the effect that the plaintiff shall pay the defendant all damages, which he may sustain by reason of the attachment, if the order be wrongfully obtained.

COLORADO TERRITORY.—Imprisonment for debt does not exist in this Territory. If any creditor, his agent, or attorney, shall file an affidavit, in the office of the clerk of the District Court of any county in this Territory, setting forth, that any person is indebted to such creditor in a sum exceeding twenty dollars, stating the nature and amount of such indebtedness, as near as may be, and that such debtor has departed, or is about to depart from this Territory, with the intention of having his effects removed from this Territory, or is about to remove his property, to the injury of such creditor, or that such debtor conceals himself or stands in defiance of an officer so that process cannot be served upon him, or is not a resident of this Territory, or that he is converting, or is about to convert his property into money, or otherwise dispose of his property with the intent of placing it beyond the reach of such creditor, it shall be lawful for such clerk to issue a writ of attachment, directed to the sheriff of the county, returnable like other writs, commanding him to attach lands, tenements, goods, chattels, rights, credits, moneys, and effects of said debtor of every kind, or so much thereof as will be sufficient to satisfy the claim sworn to, with interest and costs of suit, in whose hands or possession the same may be found; and it shall be lawful for the clerk to issue, and the sheriff or other officer to serve, an attachment against such debtor, on a Sunday, as on any other day, as is directed in this act.

HOUSEHOLD AND HOMESTEAD EXEMPTION LAWS.

THE following are the laws of the different States relative to the property exempted by statute from attachment on execution:

MAINE.—The wearing apparel of the debtor and his family; one bedstead, bed, and necessary bedding for every two persons in the family, and other household furniture to the value of fifty dollars; the tools necessary for the debtor's trade or occupation; all the Bibles and school-books in actual use in the family, and one copy of the State Statutes; stoves used exclusively for warming buildings; one cow and one heifer, till she becomes three years old; two swine, one of which shall not weigh more than one hundred pounds; (and when the debtor owns a cow and a heifer more than three years old, or two swine, each weighing more than one hundred pounds, he may elect the cow or the heifer, or either of the swine, to be exempted;) ten sheep and the wool from them; thirty hundred weight of hay for the cow, and two tons for the sheep, and a sufficient quantity for the heifer, proportioned to its age; the produce of farms while standing and growing and until harvested, and sufficient corn and grain for the sustenance of the debtor and his family, not exceeding thirty bushels; one pew in any meeting-house where he and his family statedly worship; all potatoes raised or purchased for the consumption of himself and family; firewood, not exceeding twelve cords, conveyed to his house for his use; one boat, not exceeding two tons burden, being owned wholly by an inhabitant of the State, and usually employed in the fishing business; one cart, of the value of twenty-five dollars; one harrow, five dollars; one plough, ten dollars; one cooking-stove, thirty-five dollars; anthracite coal, five tons; bituminous coal, fifty bushels; and all charcoal on hand; one pair of bulls, steers, or oxen, together with hay enough to keep them through the winter; one ox-yoke, with bows, ring, and staple, to the value of three dollars; two chairs, three dollars each; one ox shed, ten dollars; one or two horses, instead of oxen, to the value of one hundred dollars; one barrel of flour, and ten dollars' worth of lumber, wood, or bark; also, a lot of land, not exceeding half an acre, used solely as a burying-ground. One sewing-machine, worth not over one hundred dollars, kept for actual use by debtor or his family. All flax raised on one half acre of ground for use of producer and family, and all articles manufactured therefrom.

Homestead.—The head of any family, or any householder wishing to exempt his homestead, consisting of a lot of land with dwelling-house and out-buildings thereon, may file a certificate

signed by himself, which shall declare his wish and describe his homestead, with the Register of Deeds for the county wherein his homestead lies; and so much of the property as does not exceed five hundred dollars in value shall be forever exempt from liability for any debt contracted after the recording of the certificate. The widow and minor children of any person deceased who held property thus exempt, may continue to hold the premises exempt during the minority of the children, or while the widow remains single.

NEW HAMPSHIRE.—*Personal.*—All the necessary wearing apparel of the debtor and his family; bedsteads, beds, and bedding for the family; household furniture to the value of twenty dollars; all the Bibles and school-books in use in the family; one cow, and one-and-a-half tons of hay; one hog and one pig, and the pork of the same when slaughtered; tools of the debtor's occupation, to the value of twenty dollars: six sheep and their fleeces; one cooking-stove and its appendages; provisions and fuel to the value of twenty dollars; the interest in one pew in any meeting-house in which the debtor or his family usually worship, and in one lot or right of burial in any cemetery. Also, the uniform, arms or equipments, of every officer and private in the militia.

Homestead.—The homestead of a householder is exempt from execution on any cause of action which has accrued since January 1, 1852. It must not exceed in value five hundred dollars, and is not subject to devise so long as the widow or minor children shall occupy the same; and no release or waiver of this exemption is valid unless made by deed executed by the husband and wife; or, if the wife be dead, and there be minor children, then by deed executed by the husband with the consent of the Judge of Probate in the county in which the land is situate, endorsed on the deed. The exemption extends to any interest, not exceeding five hundred dollars in value, which the debtor may have in a building occupied by him as a homestead, though standing on land owned by another.

The Sheriff, holding an execution about to be levied on lands and tenements, is required, on application of the debtor or his wife, to cause a homestead, not exceeding five hundred dollars in value, to be set off from the lands and tenements of the debtor, in the following manner: Three sworn appraisers, disinterested and discreet persons, residents in the county, are chosen; one by the officer, one by the creditor, and one by the debtor, who proceed to set-off a homestead by metes and bounds, and their set-off and assignment is returned by the officer for record in court. The court out of which the writ of execution or attachment is sued, may, upon good cause shown, order a re-appraisement and re-assignment by the same or other appraisers.

under instructions from the court, and the re-appraisement returned and recorded in the same manner as the first. When the homestead of any head of a family, in the opinion of the appraisers, cannot be divided without injury and inconvenience, they shall make an appraisement of the whole property. The appraisal is delivered by the officer to the execution debtor, or to some member of his family old enough to understand it, with a notice attached, that unless the execution debtor shall, within sixty days, pay to the officer the surplus value over five hundred dollars, the premises will be sold. If the surplus is not paid, the officer, observing all the forms required, makes a sale of the premises, and out of the proceeds pays to the execution debtor, if his wife gives her written consent to such payment, the sum of five hundred dollars. If the wife does not consent to such payment, the officer must deposit the amount in some savings institution, to the joint credit of husband and wife, and to be withdrawn only by their joint order, or by the order of the survivor in case of the death of either. The amount is exempt for one year from the date of payment or deposit. The balance of proceeds of sale is applied on the execution. No sale can, however, be made, unless more than five hundred dollars is bid; if less, the execution may be returned unsatisfied.

VERMONT.—*Personal.*—Suitable apparel, bedding, tools, arms, and articles of household furniture, as may be necessary for upholding life, one sewing machine kept for use, one cow, the best swine, or the meat of one swine, ten sheep, and one year's product of said sheep in wool, yarn, or cloth, forage sufficient for keeping not exceeding ten sheep and one cow through one winter, ten cords of firewood, twenty bushels of potatoes, such military arms and accoutrements as the debtor is required by law to furnish, all growing crops, ten bushels of grain, one barrel of flower, three swarms of bees, and hives, together with their produce in honey, two hundred pounds of sugar, and all lettered gravestones. the Bibles and other books used in a family, one pew or slip in a meeting-house or place of religious worship, live poultry, not exceeding in amount or value the sum of ten dollars; the professional books of clergymen and attorneys at law, to the value of two hundred dollars; and also one yoke of oxen or steers, as the debtor may select, with sufficient forage for the keeping the same through the winter: Provided, however, this latter exemption, as to one yoke of oxen or steers, and the forage therefor, is not to extend to any attachment issued on any contract made on or before the twenty-first day of November, 1859, or to any execution issued on a judgment founded on any such contract.

Homestead.—The homestead of every housekeeper residing within the State, consisting of a dwelling-house, out-buildings, and the lands appurtenant thereto, occupied by the housekeeper

as a homestead, and the yearly products thereof, the whole not to exceed five hundred dollars in value, are exempt from attachment in all cases where the cause of action occurred subsequent to the first day of December, 1850, except when the cause of action occurred previous to, or at the time of the purchase of the homestead, or the action to be brought to enforce the payment of taxes legally assessed.

Whenever the real estate of a housekeeper is levied upon, such portion as he may occupy as a homestead, or may elect to regard as such, to the value of five hundred dollars, is set out to him by the appraisers on the execution, upon their oaths, and the remainder only is set-off to the execution creditor.

If a housekeeper deceases, leaving a widow, the homestead passes to his widow and children, if any there be, in direct course of descent, not subject to the payment of the debts of the deceased, unless made specially chargeable thereon, and, if necessary, the Probate Court appoints a commission to set out to the widow, or widow and children, the homestead, provided that such children shall only have an interest in such homestead until they shall attain their majority.

The homestead cannot be sold or mortgaged by the owner, if a married man, without the consent and signature of his wife, excepting at the time of the purchase of the homestead, when, to secure the payment of the purchase money, the husband may execute a mortgage without the consent of the wife. The time when the deed to the owner of a homestead is left in the Town Clerk's office for record, is deemed the time of purchase. The cost and expenses of setting out a homestead, or its yearly products, as provided by law, are charged in the officer's bill of fees upon the writ or execution.

MASSACHUSETTS.—*Personal.*—All the necessary wearing apparel of the debtor and his family; one bedstead, bed, and the necessary bedding for every two persons in the family; one iron stove in use in the dwelling-house, and fuel to the value of ten dollars, designed for the use of the family; other necessary household furniture, to the value of one hundred dollars; the Bibles and school-books used in the family; one cow, six sheep, not exceeding thirty dollars in value; one swine, and two tons of hay; the tools and implements of the debtor necessary for carrying on his trade or business, and not exceeding fifty dollars in value; the materials and stock in trade for carrying on his business, not beyond fifty dollars; the uniform, arms, and accoutrements required by law, belonging to a member of the militia; ammunition and provisions intended for the use of the family, not exceeding fifty dollars in value, and rights of burial and tombs while in use as repositories for the dead.

Homestead.—There are exempt, to the value of eight hundred

dollars, the lot and buildings thereon owned and occupied as a residence by the debtor, or the buildings so occupied and owned, situated on land in the rightful possession of the debtor and his family, by lease or otherwise. Such exemption can only be released by a deed, acknowledged and recorded as in the case of conveyances of real estate. The exemption continues, after the death of the debtor, for the benefit of the widow and children, if some of them continue to occupy it, until the youngest child is twenty-one, and until the marriage or death of the widow. To entitle property to such exemption, the owner must have set forth his intention to hold the same as a homestead in his deed of purchase, or must declare his intention in writing, and have it recorded in the registry of deeds in the county wherein the land lies. Such property, however, is not exempt from levy for taxes, or for a debt contracted for the purchase, or for the ground-rent of the lot whereon the buildings are situated, or for any debt contracted previously to the recording of the intention to hold the property as a homestead. No conveyance of exemption property by a married man is valid unless the wife joins in the conveyance.

If a judgment creditor requires an execution to be levied on property which the debtor claims as exempt, and the officer thinks that the property exceeds eight hundred dollars in value, then appraisers are to be appointed, as in case of the levy of executions on real estate. If, in their judgment, the premises exceed in value eight hundred dollars, and can be divided without injury, they shall set-off to the judgment debtor as much of the premises, including the house, as appear to them to be of the value of eight hundred dollars, and the remainder of the property shall be dealt with as other real property not exempt from execution. But if they think it cannot be conveniently divided, they shall make and deliver to the officer their appraisal, and the Sheriff or his deputy shall deliver a copy to the judgment debtor or to the lawful occupant of the homestead. If the judgment debtor does not then, within sixty days, pay on the execution the excess of the value of the premises above the sum of eight hundred dollars, the creditor may require the premises to be sold by the Sheriff, and from the proceeds the officer must pay to the debtor the sum of eight hundred dollars, to be exempt from execution for one year thereafter, and apply the balance upon the execution. But the premises shall not be sold unless more than eight hundred dollars are bid. If so large a bid cannot be obtained, the execution may be returned unsatisfied.

Rhode Island.—In this State the law exempts from sale on execution the household furniture and family stores of a house keeper, provided the same do not exceed in value the sum of two hundred dollars; all the necessary wearing apparel of a debtor and his family; one cow, and one hog, together with the

tools or implements of his trade or profession, to the value of fifty dollars.

Connecticut.—All wearing apparel, bedding, and necessary household furniture; arms and military equipments; implements of the debtor's trade; one cow, ten sheep, two swine, and the pork produced from two swine, or two swine, and two hundred pounds of pork; twenty-five bushels charcoal; other coals, two tons; wheat flour, two hundred pounds; wood, two cords; hay, two tons; beef, two hundred pounds; fish, two hundred pounds; potatoes and turnips, five bushels each; Indian corn or rye, ten bushels each, and the meal or flour manufactured therefrom; wool or flax, twenty pounds each, or the yarn or cloth made therefrom, one stove and its pipe, the property of a man with a family; the horse, saddle and bridle, to the value of one hundred dollars, of any practising physician or surgeon; one sewing-machine; any part of a burying-ground, designated as the burial-place of any particular person or family; and one pew ordinarily occupied by the debtor's family; pay and bounty, whether public or private, of soldiers in the service of the State or United States.

New York.—*Personal.*—When owned by a householder. All spinning-wheels, weaving-looms and stoves put up or kept for use in any dwelling-house; one sewing-machine with appurtenances; the family Bible, family pictures and school-books used by or in the family; books, not exceeding fifty dollars, part of a family library; pew or seat in church in use by debtor or family, ten sheep, with their fleeces, and the yarn or cloth manufactured therefrom; pork, beef, fish, flour and vegetables provided for family use; fuel necessary for family for sixty days; necessary wearing apparel, beds, bedsteads and bedding for debtor and family; arms and accoutrements required by law; cooking utensils; one table, six chairs, six knives and forks, six plates, six teacups and saucers, one sugar-dish, one milk-pot, one tea-pot, six spoons, one crane and appendages, one pair of andirons, shovel and tongs; tools and implements of any mechanic necessary to the carrying on of his trade, to the value of twenty-five dollars; also in addition, when owned by a householder or any one having a family for which he provides; all necessary household furniture and working tools, professional instruments, furniture and library; and team not worth over $250, and the food necessary for such team for ninety days, except on executions for purchase-money of such things, or for wages of a domestic in a family; land not over a quarter of an acre set apart for burial-place and vault thereon.

Homestead.—The lot, and buildings thereon, to the value of one thousand dollars, occupied as a residence, and owned by the debtor, is exempt from execution. The exemption continues after the death of the householder, for the benefit of the widow and family, until the youngest child becomes of age, and until the death of the widow, provided one or more of the family occupy the premises

No release of the exemption is valid unless made in writing, subscribed by the householder, and acknowledged in the same manner as a conveyance of real estate. To entitle property to exemption, the conveyance must show the design of the householder to hold it as a homestead, or a notice of his intention, containing a full description of the property, must be executed and acknowledged by the owner, and recorded in the office of the clerk of the county wherein the homestead is situated, in a book provided for that purpose, and known as the "Homestead Exemption Book." No property is exempt from sale for non-payment of taxes or assessments, or for a debt contracted for the purchase money of the premises, or contracted prior to the recording of the deed or notice as above required.

If the Sheriff holding the execution thinks that the premises claimed as exempt are worth more than one thousand dollars, he shall summon six qualified jurors of his county, who shall, upon oath, to be administered to them by the Sheriff, appraise the premises; and if, in their opinion, the premises may be divided without injury to the interests of the parties, they shall set off as much of the premises, including the dwelling-house, as they value at one thousand dollars, and the residue may be sold by the Sheriff. In case the premises exceed one thousand dollars in value, but cannot be divided, they shall deliver an appraisal of the value of the property to the Sheriff, who delivers a copy to the execution debtor, or to some of his family of suitable age to understand it, with a notice attached, that unless the execution debtor pays to the Sheriff, within sixty days, the surplus over and above one thousand dollars, the premises will be sold. In case the surplus is not paid within sixty days, the Sheriff may sell the property, pay to the execution debtor one thousand dollars of the proceeds, which shall be exempt from execution for one year thereafter, and apply the balance to the execution. Unless upward of one thousand dollars is bid, no sale shall be made, and in such case the Sheriff may return the execution unsatisfied. The expenses of thus selling a homestead are to be included in the costs upon the execution

New Jersey—*Personal.*—The following articles, the property of the head of a family, are exempt from execution upon judgment, founded on contracts made before the 14th March, 1851 One cow; one bed and bedding; one cradle; one stove; one half cord of firewood; one half ton of stove coal; one spinning-wheel; one table; six chairs; one hog; one hundred pounds of flour; one iron cooking pot; knives, forks, plates, and spoons, one dozen each; half dozen bowls; two pails; one barrel; one coffee-pot; one tub; one frying-pan; the necessary tools of a tradesman, to the value of ten dollars; and all necessary wearing apparel A supplementary act was passed February 6, 1858, allowing, in all assignments of debtors for the benefit of creditors, goods and

chattels to the value of two hundred dollars, and *all* wearing apparel for the use of the debtor and his family.

Homestead.—In addition to the foregoing, there is exempt, by law, from sale on execution, for debts hereafter contracted, the lot and buildings thereon, occupied as a residence, and owned by the debtor, to the value of one thousand dollars. This exemption will continue after the death of the debtor, for the benefit of his widow and family, provided one or more of them continue to occupy the same till the youngest child is of age, and until the death of the widow. No release or waiver of this redemption is valid. But to entitle a householder to the benefit of this exemption, a notice of his design to hold the property as a homestead must be executed, and recorded in the Clerk's office of the county where the property is situated, and published once a week, for six weeks, in a newspaper published in the county, or in the newspaper published nearest the same. No property shall, however, by virtue of this act, be exempt from sale for non-payment of taxes or assessments, or for any labor done thereon, or materials furnished therefor, or for debts contracted prior to the recording of the aforesaid deed or notice. A homestead must be reserved as such for the use of the family; it cannot be leased or sold without the full and free consent of the wife of the owner. If an officer cannot find sufficient property, apart from that which is exempt, to satisfy the execution, a Judge of the Court of Common Pleas may appoint six disinterested persons to appraise the homestead, and if its value exceed one thousand dollars, the excess may be sold for the benefit of the judgment creditor.

Pennsylvania.—Property to the value of three hundred dollars, over and above all wearing apparel of defendant and his family, and all Bibles and school books used in the family, are exempt. The debtor must elect to retain either real or personal estate of the value mentioned. Bonds, mortgages, or other contracts for the purchase money of real estate, are excepted from the operation of the statute.

If the debtor, when real estate is seized, fails to make his election to retain real estate, he is not entitled to three hundred dollars from the proceeds of the sale. The claim to personal estate, in order to avail the defendant, must be made before the sale; and if he neglect to enter his claim, he thereby waives all benefits to be derived from the statute. If the debtor waives his right to the exemption by agreement with one execution debtor, it is a waiver as to all other creditors. The widow or children of a deceased debtor may retain property belonging to his estate, to the value of three hundred dollars, and the executor or administrator cannot sell the same, but must suffer it to remain for the use of the widow and family, unless the claim be founded on a lien for the purchase money of real estate.

MARYLAND.—Real estate acquired by marriage is not liable to execution, during the life of the wife, for the debts of the husband. Wages of any laborer, or other employee, in the hands of the employer, are exempt to the amount of ten dollars. Slaves of the wife, (acquired either before or after marriage), and her earnings, not exceeding one thousand dollars, may be held for her own use, and exempted from liability for the debts of the husband; corn for necessary maintenance; bedding, gun, axe, pot, and laborer's necessary tools, and such household implements, ammunition, &c., requisite for subsistence, are also exempt.

DELAWARE.—The following items of property of white citizens are exempt from attachment or execution: The necessary wearing apparel of the debtor, his wife and children; bed and bedding for every two persons in the family; one iron stove; fuel for family use, to the amount of five dollars; all Bibles and school-books used in the family; one cow, one swine, and one ton of hay; the library, tools and implements of the debtor necessary for carrying on his profession or trade, to the value of fifty dollars; other necessary household furniture, to the value of twenty-five dollars; rights of burial, and tombs in use. It is provided, however, that all the articles exempted shall not exceed one hundred dollars in value, and that if, at the time of the execution of the process, the debtor is not in possession of all or any of the specified articles, other property to that value shall be exempt, except in case of fines or taxes. Those exemptions do not affect a debt or contract incurred prior to July 4th, 1851.

VIRGINIA.—No growing crop of any kind shall be liable to distress or levy, except Indian corn, which may be taken at any time after the fifteenth of October in any year. If the debtor be a householder, the following articles are exempt: One bed and bedding; six chairs; one table, and the necessary kitchen furniture; one loom, and its appurtenances; one spinning-wheel, and one pair of cards; one axe; five barrels of corn; five bushels of wheat, or one barrel of flour; two hundred pounds of bacon or pork; and forage or hay to the value of five dollars. Slaves cannot be levied on without their owner's consent, if there be other property not exempt sufficient to satisfy the execution.

NORTH CAROLINA.—All wearing apparel; working tools; arms for muster; one bed and furniture; one spinning-wheel, cards, and one loom; one Bible and Testament, one hymn-book, one prayer-book, and all necessary school books, the property of defendant. The following articles belonging to any housekeeper are also exempt: One cow and calf, and one loom; one Bible and Testament; one hymn-book: one Testament; ten bushels of corn or wheat; fifty pounds of bacon, beef or pork, or one barrel of fish; all farming tools necessary for one laborer; one bedstead, bed, and

bedding for every two members of the family, and such other property, to the value of fifty dollars, as may be selected by three disinterested freeholders, appointed by any Justice of the Peace in the county, upon application made by the defendant.

South Carolina—*Personal.*—The law exempts to each family two bedsteads, beds and bedding; one spinning-wheel, and two pairs of cards; one loom; one cow and a calf; all necessary cooking utensils; and provisions to the value of ten dollars. If the debtor be a farmer, he may retain all necessary farming implements; if a mechanic, the tools of his trade.

Georgia—*Personal.*—The equipments of military men, and the horses and wearing apparel of troopers; two beds and bedding; a spinning-wheel, and two pairs of cards; a loom; common tools of the debtor's trade; ordinary cooking utensils; thirty dollars' worth of provisions, and the Family Bible; a cow and a calf; one horse or mule, to the value of fifty dollars; and ten swine. The same privileges are extended to widows and their families, while the widows remain single.

Homestead.—Every white citizen of the State, being the head of the family, may own fifty acres of land exempt, except for execution for the purchase money of the land. But the land thus exempt must include the dwelling-house, and improvements of the original tract, the value of the whole not to exceed two hundred dollars.

Alabama — *Personal.* — Two bedsteads, beds, and furniture; three cows and calves; one work horse, mule, or pair of oxen; twenty hogs; twenty sheep; five hundred weight of meat; one hundred bushels of corn; all meal at any time on hand; two plows; two sets of plow gears; one table; one pot; one oven; two water vessels; one dozen cups and saucers; one set of knives and forks; one dozen plates; one coffee-pot; two dishes; two pairs of cotton cards; two spinning-wheels; one churn; three chairs; two axes; two hoes; one horse or ox cart; one gun; all books and family portraits, and all tools or implements of trade. The rent due the landlord, not exceeding one year, must be tendered to him before the goods and chattels lying on the household property can be taken.

Homestead.—Forty acres of land, not exceeding four hundred dollars in value are exempt, provided they are not within the corporate limits of any town or city.

Florida—*Personal.*—All the necessary wearing apparel, bedding, and kitchen furniture; the horse, saddle, vehicle, and harness, to the value of one hundred dollars, of every clergyman; the horse, saddle, bridle, medicine, professional books, and instruments of every surgeon, midwife, or physician; tools necessary in the debtor's trade or profession; the horse and gun, to the value of one hundred dollars, belonging to any farmer actually cultivating five or more acres of land within the State: the boat and gun

of every fisherman, pilot, or resident upon any island or coast of the State; and the boat and flat of any ferryman, to the value of two hundred dollars. Every actual housekeeper with a family, may claim as exempt such portion of his property as may be necessary for the support of himself and family, to the value of one hundred dollars, waiving all right to all other exceptions; provided, however, that the defendant is not a non-resident, nor about removing from the State, nor removing his property, nor fraudulently disposing of the same to avoid the payment of his debts. And the defendant must make and sign a fair and full statement of all his property, verified by affidavit, which must accompany the return of the process.

Homestead.—A farmer owning forty acres of land, of which he cultivates ten, can hold the same exempt, except for violation of the criminal law, or for fines or taxes, provided the property does not exceed two hundred dollars in value. Every owner of a dwelling-house in a city, town, or village, provided he actually reside in the house, and that it does not exceed three hundred dollars in value, may hold it free from execution, attachment, or distress, except for violation of the criminal law, or for fines or taxes.

MISSISSIPPI.—The tools of a mechanic necessary for carrying on his trade, and five hundred dollars worth of material used in his business. Implements of a laborer necessary in his usual employment. Books of a student required for the completion of his education. The wearing apparel of every person; saddle and bridles sufficient for the necessary use of the family. Libraries of all persons, instruments of surgeons and dentists used in their profession. The arms and accoutrements of each and every white person. Globes, pictures and scientific apparatus, books and maps, used by teachers of schools and colleges; and in families, by the heads thereof. Also, to the head of every family, being a white person and a housekeeper, two hundred and forty acres of land, regardless of its value, so laid off as to include thereon the dwelling house and other buildings, and the farm, so far as the same can be done without embracing a larger quantity of land than two hundred and forty acres in the whole. Also, all household and kitchen furniture; all necessary farming tools, and implements of husbandry used in carrying on a farm; farm horses or mules necessary to carry on and cultivate the farm, not to exceed four: one year's supply of provisions necessary for the family, and the hands employed on the farm, and forage for the teams and stock of every kind; fifty head of hogs; twenty head of cattle, in which may be included work oxen; twenty head of sheep; one wagon and one cart or carry-log. * * * Each and every head of a family, being a white person and a housekeeper, resident in any incorporated city, town or village in this State, shall be entitled to hold four thousand dollars worth of real and personal property, comprising the homestead and other buildings therewith connected, and such household and kitchen furniture, and other stock as such debtor may select in lieu of the farm lands and farming stock, and implements of husbandry, as provided for in the first section of this act; and also one year's provisions for the family, and forage for the stock so selected. All property, real and personal, so exempt, upon the death of the husband, shall descend to the widow as the head of the family during widowhood, for the use and benefit of herself and children; and in the event of her marriage, on death to descend in like manner as other property descends by the laws of this State.

Homestead.—Every free white citizen of this State, male or female, being a householder and having a family, shall be entitled to hold exempt from seizure or sale, under any execution, judgment or decree, founded on any contract made, or liability incurred after this act (passed in the year one thousand eight hundred and fifty-seven) shall take effect, the land and buildings owned and occupied as a residence by such debtor, provided the quantity of land shall not exceed one hundred and sixty acres, nor the value thereof the sum of fifteen hundred dollars, inclusive of improvements, and such exemption shall continue after the death of such householder, for the benefit of the widow and family of the deceased, some or one of them continuing to occupy such homestead, until the youngest child shall become twenty-one years of age, and until the death of the widow. No property shall be exempt from execution when the purchase money thereof forms, in whole or in part, the debt on which the judgment is founded, nor shall any property be exempt from sale for non-payment of taxes or assessments, or for any labor done thereon, or materials furnished therefor.

LOUISIANA.—*Personal.*—The clothes, bed, and bedding of the debtor and his family; his arms and accoutrements; household furniture to the amount of two hundred and fifty dollars; the family library, portraits, and pictures; and the working tools, instruments, and apparatus necessary to the exercise of the debtor's trade or profession, are exempt, except from execution on a demand for the purchase money. Wages and compensation due for services earned within thirty-one days preceding the issuing of any seizure, attachment, or garnishment against a debtor, to any amount sufficient for the necessary support of any person having a family for which he provides, are also exempt, except on an execution for alimony furnished to the debtor or his family, or for rent of the premises occupied by them at the time.

Homestead.—The lot and building thereon, to the value of one thousand dollars, and occupied as a residence, and owned by a debtor having a family, is exempt, except from sale for taxes or for the purchase money, or for debt contracted prior to the recording of the exemption. But no debtor is entitled to this exemption whose wife owns in her own right, and is in the actual enjoyment of, property exceeding one thousand dollars in value.

KENTUCKY.—*Personal.*—One yoke of oxen; one work horse; one plough with its gear; one axe, one hoe; two cows and calves; two bedsteads, beds, and bedding; all wearing apparel; one loom, spinning wheels and cards; all the spun yarn, cloth, and carpeting manufactured by the family, and necessary for its use; one pot, oven, coffee-pot, tea-pot; six each of table knives, forks, cups, saucers, plates, and chairs, the chairs not to exceed eight dollars in value; cooking-stove, and other cooking utensils, to the value

in all of twenty-five dollars; ten sheep; provisions sufficient for the support of the family for one year; one saddle and bridle, with their appendages, and the Family Bible.

A debtor may surrender any of the articles specifically exempted, and retain others of equal value; the value to be determined by two disinterested householders selected by the officer.

ILLINOIS.—*Personal.*—All necessary wearing apparel; necessary beds and bedding; cooking utensils; household furniture to the value of fifteen dollars; one pair of cards; two spinning-wheels; one weaving-loom and appendages; one stove and its pipe; one milch cow and calf; two sheep, and the fleeces taken from them, or the fleeces of two sheep for each member of the family, provided they have not been purchased by any debtor owning sheep, together with the yarn and cloth that may be manufactured from the fleeces; and sixty dollars' worth of property suited to the condition of, and to be selected by, the debtor; three months' provision and fuel, and necessary food for stock exempted from execution; and any lot used as a burying-ground.

Upon the death or desertion of the head of the family, the family shall be entitled to the like exemption.

Homestead.—The lot of land and the buildings attached, to the value of one thousand dollars, owned and occupied as a residence by a householder having a family, are exempt from forced sale for contracts made after July 4th, 1851. Upon the death of the debtor, the exemption continues for the benefit of his family until the youngest child becomes of age, and until the widow dies. No release of the exemption is valid unless in writing, subscribed by the householder, and acknowledged before a magistrate or commissioner of deeds. This exemption, however, does not prevent the sale of land for taxes or debts incurred for the purchase or improvement of the land, or incurred prior to the recording of notice of redemption.

If the creditor or officer holding the execution think the property claimed is worth more than one thousand dollars, the officer may summon six qualified jurors of his county to appraise the premises upon oath, if, in their opinion, the property can be divided without injury.

INDIANA.—Property, real or personal, to the value of three hundred dollars, owned and occupied by any resident householder, is exempt from execution for debt incurred since July 4th, 1852, mechanics' laborers', and vendors' liens excepted. The articles for exemption may be selected by the debtor from his general effects. Their value must be ascertained by appraisers, one chosen by the plaintiff or his attorney, one by the debtor, and a third, if necessary, by these two. In case either party fails to select an appraiser, one is chosen by the officer. The appraisers shall make

a schedule of the property selected by the debtor, which, verified by the affidavit, must form part of the return. If the debtor select real and personal property exceeding three hundred dollars in value, he may pay the excess within sixty days. If he fails to do so, the real property is sold, and so much of the proceeds paid to the debtor as, with the value of the personal property selected by him, amounts to three hundred dollars. Whenever real property, selected for exemption is susceptible of division without material injury, it must be so divided as to exempt the principal dwelling-house of the debtor.

OHIO.—Every householder can exempt from execution the wearing apparel of the family; the necessary bedsteads, beds, and bedding; one stove and pipe; fuel sufficient for sixty days' consumption; one cow; or household furniture, if the debtor own no cow, to the value of fifteen dollars; two swine, or the pork therefrom; or if the debtor own no swine, furniture to the value of six dollars; six sheep, the wool therefrom, and the cloth and articles manufactured from the wool; or, in lieu of sheep, furniture to the value of ten dollars; and sufficient food for the exempt stock for sixty days; also, the bibles, hymn-books, psalm-books, testaments, and school-books used in the family, and all family pictures; also, provisions to the value of forty dollars, to be selected by the debtor; and articles of household or kitchen furniture, necessary for himself and family, to the value of thirty dollars; also, the tools and implements selected by the debtor, to the value of fifty dollars, and necessary in carrying on his trade or business. All questions arising as to the number of beds necessary for the family, the amount of fuel necessary for sixty days, the quantity of food for the support of the animals exempt, &c., must be determined by two disinterested freeholders, selected by the officer holding the execution. These also appraise the property claimed by the debtor as exempt.

Homestead.—The family homestead is exempt from execution, provided it does not exceed five hundred dollars in value.

On petition of executors or administrators to sell the lands of a deceased debtor to pay his debts, if the deceased has left a widow or minor child or children unmarried, the appraisers shall set apart a homestead, and the homestead shall remain exempt so long as any unmarried minor child resides thereon, although the widow may have previously died, and although the parent from whom the homestead descended may have left neither wife nor husband surviving. Every widow or widower having an unmarried child or children residing with him or her, and married persons living together as man and wife, though without children, are entitled to the privileges of homestead exemption, as also are persons owning dwellings occupied by themselves as homesteads, though built upon land owned by another.

When, in the opinion of the appraisers, it would injure the property of the debtor to separate the homestead, the plaintiff in execution receives in lieu of the proceeds of the sale such a sum annually, above forty dollars, as the appraisers shall decide upon as a reasonable rent; and he continues to receive this rent in quarterly payments until the debt, interest, and costs, are paid. The payments are to be made quarterly, and if within ten days after the payment becomes due the defendant does not pay the same, the officer proceeds to sell the homestead, observing the same process provided in other cases for the sale of real property. But the homestead cannot be sold for less than its appraised value. The plaintiff, when in receipt of rent, may cause a re-appraisement as often as once in two years, and the rent shall be paid according to the new appraisement; if between any two appraisements the value of the homestead has not increased one hundred dollars, the costs of the appraisements must be paid by the plaintiff.

Missouri.—All wearing apparel; the tools and implements of a mechanic; ten hogs, ten sheep, two cows and calves, and working animals to the value of sixty-five dollars; one plough and set of plough gears; one axe and one hoe, or any other property, real or personal, not exceeding in value one hundred and fifty dollars, chosen by the debtor, if he is a householder; the spinning-wheels and cards, one loom, and apparatus necessary for manufacturing cloth in a private family; all the spun yarn, thread and cloth manufactured for family use; flax, hemp, and wool, twenty-five pounds each; the wearing apparel of the family; two beds, with the usual bedding, and other necessary household and kitchen furniture, not exceeding twenty-five dollars in value; lawyers, physicians, and ministers may select books necessary to their profession in place of other property, at their option; physicians may also select their medicines. The property of the wife is exempt from execution against the husband if the debt was a security debt, or was contracted before marriage, or before the wife came into possession, or if it was a fine, or for costs in any criminal case against the husband. The husband's property is exempt from all liabilities contracted by the wife before marriage.

Homestead.—The homestead of every housekeeper or head of a family, consisting of a dwelling-house and appurtenances, and the land used in connection therewith, not exceeding the amount and value herein limited, which is or shall be used by such housekeeper or head of a family as such homestead, shall, together with the rents, issues and products thereof, be exempt from attachment and execution, except upon all cases of action existing at the time of occupying said homestead; such homestead in the country shall not include more than one hundred and sixty acres of land, or exceed the total value of fifteen hundred dollars,

and in cities having a population of forty thousand or more, such homestead shall not include more than eighteen square rods of ground, or exceed the total value of three thousand dollars; and in cities or other incorporated towns and villages having a less population than forty thousand, such homestead shall not include more than thirty square rods of ground, or exceed the total value of fifteen hundred dollars.

MICHIGAN.—*Personal.*—All spinning-wheels and weaving-looms, with the apparatus; stoves kept for use; the pew occupied by the debtor and his family; all rights of burial; the arms and accoutrements required by law; the wearing apparel of the family; the library and school books, to the value of one hundred and fifty dollars; all family pictures; ten sheep, with their fleeces, and the yarn or cloth manufactured therefrom; two cows, five swine, and provisions and fuel for the subsistence of the debtor and his family for six months; household goods, furniture, and utensils, to the value of two hundred and fifty dollars; hay, grain, &c., enough to keep properly for six months the forementioned stock; and the tools, implements, materials, stock, apparatus, team, harness, or other things to enable any person to carry on his profession or trade. The property, however, with the exception of mechanical tools and implements of husbandry, is not exempt from execution on demand for the purchase money. By the constitution, such personal property as is designated by law shall be exempted, to the amount of not less than five hundred dollars, from execution for any debts contracted after January 1, 1851. Any chattel mortgage, bill of sale, or lien, on exempt property, is void, unless signed by the wife.

Homestead.—Any quantity of land not exceeding forty acres, if not included in any recorded town-plot, city or village, or one lot, if within any such, with the house and its appurtenances thereon, owned and occupied by a resident of the State, and the whole not exceeding fifteen hundred dollars in value, is exempt. This exemption, however, does not extend to any mortgage on the homestead lawfully obtained; but no mortgage or other alienation of the homestead by the owner, if a married man, is valid, without the signature of his wife, except the mortgage is given to secure the payment of purchase money. Such a homestead is exempt after the death of the owner during the minority of his children; and if he has no children, but leaves a widow, it shall be exempt, and the rents and profits thereon shall accrue to her during her widowhood, unless she is the owner of a homestead in her own right. But the children or widow must occupy the homestead, to have the benefit

Where a levy is made upon the lands and tenements of a householder whose homestead has not been selected or set apart, the householder may notify the officer of what he regards as his homestead, with a description thereof, and only the remainder shall

be subject to sale. If the plaintiff is dissatisfied with the quantity set apart, the officer making the levy shall have the homestead surveyed, beginning at a point designated by the owner, and shall set off, in a compact form, including the dwelling-house and its appurtenances, the amount of land constituting by law a homestead, as specified above; the expense of the survey shall be charged and collected on the execution. After the survey has been made the officer may sell the property levied on, and not included in the homestead, as he would any other real estate. Any person owning and occupying a house situated on land not his own, and claiming it as his homestead, shall be entitled to exemption.

ARKANSAS.—*Personal.*—One horse, mule, or yoke of oxen; one cow and calf; one plough, one axe, one hoe, and one set of plough gears; spinning wheels and cards; one loom and apparatus necessary for manufacturing cloth in a private family, spun yarn, thread, and cloth manufactured for family use; hemp, flax, cotton and wool, not exceeding twenty-five pounds; all wearing apparel of the family; two beds, with bedding; also, any other household and kitchen furniture necessary for the family, agreeably to an inventory of it, to be returned on oath by the officer with the execution. There is also exempt the necessary tools and implements of a mechanic carrying on his trade; all military equipments required by law; and such provisions as are on hand for family use.

TENNESSEE.—*Personal.*—One cow and calf; one bedstead, and bed containing not more than twenty-five pounds of feathers; two sheets, two blankets, and one counterpane. When the family of the debtor consists of more than six children, an additional feather bed, and an additional cow and calf are exempt for every three children. The following are also exempt from execution: Six knives and forks; six plates; one dish; one pot; one dutch oven; one spinning-wheel; one pair of cotton cards; one chopping-axe; five sheep; ten swine; all fowls and poultry; Family Bible and hymn-book; one loom; five hundred bundles of oats; five hundred bundles of fodder; ten bushels of wheat; one stack of hay; one man's saddle and one side saddle; one bridle ox-cart, yoke, ring, staple, and log-chain; one farm-horse, mule, or yoke of oxen; six hundred pounds of pork or bacon; one hundred bushels of corn; one plough and ploughing gear; one iron wedge; one set of mechanics' tools, necessary for one workman at any trade; and the arms and equipments of the militia. In case of the death of the householder, the property is exempt in the hands of his widow; or, if she did not survive him, in those of his representatives, for the benefit of his children.

Homestead.—Before any person can be entitled to the benefit of the homestead exemption act, he must declare his intention of claiming the homestead, by having a declaration and noting of such

intention registered in the Register's office in the county wherein the homestead is situated; and the exemption of the homestead dates from and after this registration. The homestead of every housekeeper residing within the State, to the value of five hundred dollars, and consisting of a dwelling-house and outbuildiugs, and the land appurtenant thereto, shall be exempt from attachment and execution, where the cause of action accrued after the first of January, 1853.

The homestead must be set out of the real estate levied on, by three disinterested freeholders, and only the remainder sold. If the homestead cannot be set apart, the whole must be sold, and five hundred dollars of the proceeds paid to the Clerk of the Court from which the judgment issued, to be used by him only for the purchase of another homestead. The surplus proceeds of the sale are applied on the execution. The widow of a housekeeper, or in the event of a divorce resulting from the husband's misconduct, the wife, is entitled to all the benefits of the exemption; so, also, are children during their minority. To become entitled to the benefits of the exemption, the person claiming them must permanently reside in the homestead. The homestead, when owned by a married man, can only be aliened on mortgage by joint deed of husband and wife, except for payment of the purchase money.

The person to whom a homestead is set apart, must, within one year, have the same registered in the Register's office of the county wherein the land may be, in order to obtain a valid title thereto.

Texas.—*Personal.*—There is exempt from sale on execution, household and kitchen furniture, to the value of two hundred dollars; farming implements, to the value of fifty dollars; the tools, apparatus, and books, appertaining to the trade or profession of any citizen; five milch cows; one yoke of oxen, or one horse; twenty swine; and provisions for one year.

Homestead.—The homestead of a family, when without the limits of a city, town, or village, must not contain more than two hundred acres of land; when within such limits, it must not exceed two thousand dollars in value. The homestead cannot be levied upon by execution, nor sold, when owned by a married man, without the consent of the wife.

Iowa.—All wearing apparel kept for actual use, and suitable to the condition of the defendant, with the trunks or other receptacles in which it is contained, even though the debtor is a non-resident; one musket or rifle; the tools, instruments, and books, used in the practice of a debtor's business or profession; the horse, harness, and wagon, used by a physician, clergyman, or public officer, or by the use of which a farmer or laborer gains a subsistence; all libraries, Family Bibles, portraits, and paintings; a pew occupied by the debtor or his family in any house of public worship; and an

interest in a public or private burying-ground, not to exceed one acre for any one defendant.

If the debtor be the head of a family, there is a further exemption of one cow and calf, one horse, unless exempted as above, fifty sheep and the wool therefrom; five hogs, and all pigs less than six months old; the food necessary for the subsistence of the animals exempt for sixty days; flax raised by the defendant, and the manufactures therefrom; all cloth manufactured by the defendant not exceeding one hundred yards; household and kitchen furniture to the value of one hundred dollars; all spinning-wheels and looms, and other instruments of domestic labor kept for actual use; a bedstead and bedding for every two in the family, and the necessary provisions and fuel for the use of the family for six months.

The earnings of the debtor by his own personal services or those of his family, at any time within ninety days next preceding the levy, are also exempt.

Homestead.—The homestead of every family is exempt, except for a mechanic's lien, or for debt contracted prior to the purchase of the homestead, or to July 4th, 1849, or for debt created by written contract, signed by parties having full power to convey the homestead, in which it is expressly stipulated that the homestead shall be liable for such debt. In no case, excepting a mechanic's lien can a homestead be sold until all other property of the defendant is exhausted. A widow or widower, though without children, shall be deemed the head of the family while continuing to dwell in the house used as a homestead previous to the death of the husband or wife. If the owner is married, a conveyance of the homestead is invalid unless husband and wife join in the deed. If within a town, the homestead must not exceed half an acre in extent; if not, it is limited to forty acres: but in either case, if its value is less than five hundred dollars, it may be enlarged till its value reaches that limit.

The homestead must embrace only one dwelling-house used as such by the owner, and the buildings properly appurtenant. It may also embrace the owner's workshop. When the debtor does not choose his homestead, his wife may do so for him, and if neither, then the Sheriff.

Wisconsin.—*Personal.*—The Family Bible, family pictures, school-books, or library; a seat or pew in any house of public worship; and the family place of sepulture; all wearing apparel of the debtor and his family; all bedsteads, beds, and bedding used by the family; all cooking utensils, and other household furniture, to the value of two hundred dollars; two cows; ten swine; one yoke of oxen, and a horse, or, in lieu of them, a span of horses; ten sheep, and the wool therefrom, either as raw material, or manufactured into yarn or cloth; necessary food for the support

of the stock mentioned, for one year, whether provided or growding, as the debtor may choose; one wagon, cart, or dray; one sleigh; one plough; one drag; and other farming utensils, including tackle for teams to the value of fifty dollars. Provisions and fuel necessary for one year's consumption; the tools and implements, or stock in trade, of any mechanic, miner, and other person, used and kept for the purpose of carrying on his trade or business, to the value of two hundred dollars; the library and implements of any professional man, to the value of two hundred dollars; all of which articles are to be chosen by the debtor or his representative. Money arising from insurance on property exempt, which has been destroyed by fire, cannot be seized on execution.

Homestead.—A homestead, consisting of not over forty acres of land, used for agricultural purposes, with a dwelling house thereon, and its appurtenances, to be selected by the owner, and not included in any town-plot, city, or village; or instead, land not exceeding one-fourth of an acre, within a town-plot, city, or village, with a dwelling-house thereon, and its appurtenances, owned and occupied by any resident of the State, is not subject to forced sale. This exemption does not affect any mechanic's or laborer's lien, or extend to any lawfully obtained mortgage. But such mortgage or other alienation of such property by the owner thereof, if a married man, is not valid without the signature of his wife to the same.

When the owner of a homestead dies, leaving infant children, the homestead is exempt from the payment of his debts; and no adminstrator or executor has a right to the possession of an estate so exempt, or to the rents and profits of the same.

California.—*Personal.*—Sewing-machine, worth not over one hundred dollars; chairs, tables, desks, and books, to the extent of hundred dollars; necessary household table and kitchen furniture, including stoves, stove-pipes and stove furniture; wearing apparel, beds, bedding and bedsteads, and one month's provisions; two oxen or horses or mules, and their harness; one cart or wagon, and food for such horses, mules or oxen for one month; seed grain and vegetables for planting or sowing within six months, not to exceed two hundred dollars' worth; tools of a mechanic or artisan necessary to his trade; instruments and chest of a surgeon, physician, surveyor or dentist necessary to their profession and their scientific or professional library; lawyers' and and ministers' libraries; two oxen, horses or mules, and harness and cart of a cartman, huckster, peddler, teamster or other laborer, by which he habitually earns his living; one horse and harness or other equipments used by a physician or minister in professional visits, with food for same. The cabin or dwelling of a miner not

over five hundred dollars in value, also a miner's sluices, pipes, hose, windlass, derrick, pumps, tools, instruments and appliances for mining, not over five hundred dollars in value; also two horses, oxen or mules, and harness, and one month's food for them, when they are necessary to work any of the above machinery; all fire apparatus of companies organized under laws of the State; all arms and equipments required by law to be kept; all public buildings and grounds and offices and their appurtenances, books and papers; the earnings of a debtor for his personal services for the last thirty days, when necessary for support of a family in the State, are exempt.

Homestead.—A quantity of land, with dwelling-house and its appurtenances, not exceeding five thousand dollars in value, to be selected by the owner, is exempt from execution for any debt contracted after July 1, 1851, or at any time out of the State. This exemption, however, does not extend to mechanic's or vendor's lien, or any lawfully obtained mortgage, or to liability for taxes; seven or more persons may form a homestead association, and the shares, deposits or assessments of any person therein, to the par value of one thousand dollars, are exempt.

If the plaintiff so require, appraisers may be appointed to value the homestead. If the lot is two thousand five hundred square yards, or less, and with improvements is valued at more than five thousand dollars, either the excess or the whole may be sold; in the latter case no bid can be received for less than five thousand dollars, and the amount exempt must be paid to the defendant. If the lot exceed two thousand five hundred square yards, and five thousand dollars in value, the appraisers must set off land, including the dwelling-house, to the value of five thousand dollars. The defendant may also designate such personal property as is exempt by law. Upon the death of the head of the family, the same benefits accrue to his wife and children.

MINNESOTA.—*Personal.*—The family Bible, family pictures, school-books or library, and musical instruments for use of family; a seat or pew in any house or place of public worship; a lot in any burial-ground; all wearing apparel of the debtor and his family; all beds, bedsteads and bedding, kept and used by the debtor and his family; all stoves and appendages; all cooking utensils, and all other household furniture not herein enumerated, not exceeding five hundred dollars; three cows, ten swine, one yoke of oxen, and one horse in lieu of one yoke of oxen and a horse, a span of horses or mules, twenty sheep and the wool from the same, either in the raw material or manufactured into yarn or cloth; the necessary food for all the stock mentioned in this section, for one year's support, either provided or growing, or both, as the debtor may choose; also one wagon, cart or dray, one

sleigh, two ploughs one drag, and other farming utensils, including tackle for teams, not exceeding three hundred dollars in value; the provisions for the debtor and his family necessary for one year's support, either provided or growing, or both, and fuel necessary for one year; the tools and instruments of any mechanic, minor or other person, used and kept for the purpose of carrying on his trade or business, and in addition thereto, stock in trade not exceeding four hundred dollars in value; the library of any professional man; all of which articles hereinbefore intended to be exempt, shall be chosen by the debtor, his agent, clerk or legal representative, as the case may be.

Nothing in this act shall be so construed, as to exempt any property in this State from execution or attachment for clerks, laborers or mechanics' wages.

Homestead.—Any quantity of land not exceeding eighty acres, and the dwelling-house thereon, and its appurtenances, to be selected by the owner thereof, and not included in any incorporated town, city, or village, or instead thereof, at the option of the owner, a quantity of land not exceeding in amount one lot, being within an incorporated town, city or village, and the dwelling-house thereon and its appurtenances, owned and occupied by any resident of this State, shall not be subject to attachment, levy or sale upon execution or any other process, issuing out of any court within this State. This section shall be deemed and construed to exempt such homestead in the manner aforesaid, during the time it shall be occupied by the widow, or minor child or children, of any deceased person, who was, when living, entitled to the benefits of this act. This exemption, however, does not extend to any mortgage thereon, lawfully obtained, but such mortgage or other alienation of such land by the owner thereof, if a married man, shall not be valid without the signature of the wife to the same, unless such mortgage shall be given to secure the payment of the purchase-money, or some portion thereof.

OREGON.—*Personal.*—Books, pictures and musical instruments, owned by any person to the value of seventy-five dollars; necessary wearing apparel owned by any person to the value of one hundred dollars, and if such person be a householder, for each member of his family to the value of fifty dollars; the tools, implements, apparatus, team, vehicle, harness or library, necessary to enable any person to carry on the trade, occupation or profession by which such person habitually earns his living, to the value of four hundred dollars; also sufficient quantity of food to support such team, if any, for sixty days. The word team, in this subdivision, shall not be construed to include more than one yoke of oxen, or a pair of horses or mules, as the case may be; to each householder, ten sheep, with one year's fleece, or the yarn or

cloth manufactured therefrom; two cows and five swine; household goods, furniture and utensils, to the value of three hundred dollars; also food sufficient to support such animals, if any, for three months, and provisions actually provided for family use, and necessary for the support of such householder and family for six months; the seat or pew occupied by a householder or his family in a place of worship; but no article of property mentioned, shall be exempt from execution issued on a judgment for its price, or upon a mortgage thereon.

Homestead.—When a person shall die, leaving a widow, minor child or children, the widow, child or children, shall, until letters have been granted, and the inventory returned, be entitled to remain in possession of the homestead, and of all the wearing apparel of the family, and of all the household furniture of the deceased, and shall also be entitled to a reasonable provision for their support, to be allowed by the probate judge. Upon the return of the inventory, the court shall set apart, for the use of the widow, minor child or children, all the property of the estate by law exempt from execution. If the amount thus exempt be in sufficient for the support of the widow and minor child or children, the Probate Court shall make such further reasonable allowance out of the estate as may be necessary for the maintenance of the family, according to their circumstances, during the progress of the settlement of the estate; but no such allowance shall be made after one year from the granting letters testamentary or of administration. Any allowance made by the court in accordance with the above provisions, shall be paid by the executor or administrator, in preference to all other charges, except funeral charges, and expenses of administration. When property shall have been set apart for the use of the family, in accordance with the foregoing provisions, if the deceased shall have left a widow and no minor children, such property shall be the property of the widow; and if he shall have left also a minor child or children, one half to the widow and the remainder to such child, or in equal shares to such children, if there are more than one; if there be no widow, then the whole shall belong to the minor child or children. If, on the return of the inventory of any intestate's estate, who died leaving a widow or minor children, it shall appear that the value of the estate does not exceed three hundred dollars, the Probate Court shall, by decree for that purpose, assign for the use and support of the widow, or minor child or children of the intestate, or if there be no widow, to the child or children, the whole estate, after the payment of the funeral expenses, and the expenses of administration.

KANSAS.—*Personal.*—The family bible; family pictures, school books or library and musical instruments for use of family; a seat or pew in any house or place of public worship; a lot in any burial ground; all wearing apparel of the debtor and his family; all beds, bedsteads and bedding kept and used by the debtor and his family; all stoves and appendages put up or kept for the use of the debtor and his family; all cooking utensils, and all other household furniture not herein enumerated, not exceeding five hundred dollars; three cows, ten swine, one yoke of oxen and one horse, or, in lieu of one yoke of oxen and one horse, a span of horses or mules; twenty sheep, and the wool from the same, either in the raw material or manufactured into yarn or cloth; the necessary food for all the stock mentioned, for one year's support, either provided or growing, or both, as the debtor may choose; also, one wagon, cart or dray, one sleigh, two ploughs, one drag, and other farming utensils, including tackle for teams, not exceeding three hundred dollars in value; the provisions for the debtor and his family necessary for one year's support, either provided or growing, or both, and fuel necessary for one year; the tools and instruments of any mechanic, minor or other person, used and kept for the purpose of carrying on his trade or business, not exceeding three hundred dollars in value, and, in addition thereto, stock in trade, not exceeding four hundred dollars in value; the library and implements of any professional man; all of which articles, hereinbefore intended to be exempt, shall be chosen by the debtor, his agent, clerk or legal representative, as the case may be. Nothing in this act shall be so construed as to exempt any property in this State from execution or attachment for clerks', laborers' or mechanics' wages.

Homestead.—A homestead, consisting of any quantity of land not exceeding 160 acres, for agricultural or horticultural purposes, and the dwelling-house thereon and its appurtenances, to be selected by the owner thereof, and not included in any incorporated town, city or village; or instead thereof, at the option of the owner, a quantity of land, not exceeding in amount one acre, being within an incorporated town, city or village, and the house thereon, and its appurtenances, the whole not exceeding in value one thousand dollars, owned and occupied by any resident of this State, being the head of a family, shall not be subject to attachment, levy or sale upon execution, or any other process issuing out of any court within this State. This section shall be deemed and construed to exempt such homestead, in the manner aforesaid, during the time it shall be occupied by the widow or minor child or children of any deceased person who was, when living, entitled to the benefit of this act. Such exemption shall not extend to any mortgage, or any instrument in the nature thereof, lawfully obtained, but such mortgage or other alienation

or incumbrance of such land, by the owner thereof, if a married man, shall not be valid without the signature of the wife of the same, unless such mortgage or other instrument shall be given to secure the payment of the purchase money, or some portion thereof.

NEBRASKA.—*Personal.*—The family Bible; family pictures, school books and library for the use of the family; a seat or pew in any house or place of public worship; a lot in any burial ground; all necessary wearing apparel of the debtor and his family; all stoves and appendages put up or kept for the use of the debtor and his family, not to exceed four; all cooking utensils, and all other household furniture not herein enumerated, to be selected by the debtor, not exceeding in value one hundred dollars; one cow, three hogs, and all pigs under six months old, and if the debtor be at the time actually engaged in the business of agriculture, in addition to the above, one yoke of oxen, or a pair of horses in lieu thereof; ten sheep, and the wool therefrom, either in the raw material or manufactured into yarn or cloth; the necessary food for the stock mentioned above for three months; one wagon, cart or dray, two ploughs and one drag; the necessary gearing for the team herein exempted, and other farming implements not exceeding fifty dollars in value; provisions for the debtor and his family necessary for six months' support, either provided or growing, or both, and fuel necessary for six months; the tools and instruments of any mechanic, minor or other person, used and kept for the purpose of carrying on his trade or business; the library and implements of any professional man; all of which articles, hereinbefore intended to be exempt, shall be chosen by the debtor, his agent, clerk or legal representative.

All heads of families, who have neither lands, town lots, or houses subject to exemption as a homestead, under the laws of this State, shall have exempt from forced sale on execution the sum of five hundred dollars in personal property.

Homestead.—Any quantity of land not exceeding one hundred and sixty acres, and the dwelling house thereon and its appurtenances, to be selected by the owner thereof, and not included in any incorporated town, city or village, or, instead thereof, at the option of the owner, a quantity of contiguous land, not exceeding in amount two lots, being within an incorporated town, city or village, and the dwelling house thereon and its appurtenances, owned and occupied by any resident of the State, shall not be subject to attachment, levy or sale, upon execution or any other process issuing out of any court within this State, so long as the same shall be owned and occupied by the debtor as such homestead. This section shall be deemed and construed

to exempt such homestead, in the manner aforesaid, during the time it shall be occupied by any one or more of the family of the debtor, or by the widow or minor child or children of any deceased person who was, when living, entitled to the benefit of this sub-division: Provided, that the homestead mansion and twenty acres of the land whereon the mansion is situate, and land adjoining the same to the extent of five hundred dollars in value, all being without an incorporated town, city or village, shall be exempted, and no more.

WASHINGTON.—*Personal.*—All private libraries; all articles of clothing of married women and children under twenty-one years of age; and to each family, kitchen and cupboard ware to the amount of one hundred and fifty dollars; one bed for every two persons in the family; two cows; two horses or two yoke of oxen; one wagon; two hogs; farming utensils actually used by the family; produce raised upon the farm or garden sufficient for six months' consumption, and all tools of mechanics used to carry on their trade. But no article of property mentioned above, shall be exempt from an execution issued on a judgment recovered for its price, or upon a mortgage thereon, or for any tax levied thereon.

Homestead.—The family homestead is exempt from execution, provided it does not exceed five hundred dollars. When a person shall die, leaving a widow and minor child or children, the widow, child, or children shall, until letters have been granted and the inventory returned, be entitled to remain in possession of the homestead, and of all the wearing apparel of the family, and of all the household furniture of the deceased, and shall also be entitled to a reasonable provision for their support to be allowed by the Probate Judge; but no such allowance shall be made after one year from the granting letters testamentary or of administration. When property shall have been set apart for the use of the family, in accordance with the foregoing provisions, if the deceased shall leave a widow, and no minor children, such property shall be the property of the widow; if he shall have left also a minor child or children, one half to the widow, and the remainder to such child, or in equal shares to such children, if there are more than one; if there be no widow, then the whole shall belong to the minor child or children.

All real and personal estate to which any married woman shall hereafter become entitled to in her own right, and all which may at the time of her marriage belong to her, and all the issues, rents and profits of such real estate shall not be liable to attachment for, or execution upon, any liability of a judgment against the husband, so long as she, or any minor heir of her body shall be living: Provided, That her separate property shall not be exempt

from attac ment or execution where the debts were owing by the wife, previous to marriage, or may have been contracted for her benefit.

NEW-MEXICO.—The clerks of the Probate Courts of the different counties of this territory, shall be ex-officio recorders in their respective counties. It shall be the duty of the recorder to record in a book of good size (which he shall keep in the office for this purpose,) all land titles and other papers which by law should be recorded. When any land title, or other document, shall be delivered to the recorder to be recorded, it shall be his duty to endorse immediately on that document, or other paper, the day, month and year in which he received it, and he shall record it in the book of record as soon as possible, and the said documents, from the date in which they were delivered to the recorder, shall be considered as recorded, and this shall be sufficient notice to the public of the contents thereof. The recorder shall receive for his services ten cents for every hundred words recorded by him in accordance with this law, and shall further receive for certificate and seal to documents recorded, one dollar.

NEVADA—*Personal.*—All spinning wheels, weaving looms, and stoves put up or kept for use; the family Bible, family pictures, and school-books and library, not exceeding in value two hundred dollars; all sheep, to the number of twenty, with their fleeces, and the yarn or cloth manufactured from the same; two cows, five swine, with the necessary food for them for six months; all wearing apparel of the widow and children, and all household goods, furniture, and utensils, not exceeding in value seven hundred and fifty dollars.

Homestead.—The Homestead, consisting of a quantity of land, together with the dwelling-house thereon and its appurtenances, not exceeding in value the sum of five thousand dollars, to be selected by the owner thereof, shall not be subject to forced sale on execution, or on any final process from a court, for any debt or liability contracted or incurred at any time, in any other place than in this Territory, or for any debt or liability contracted in this Territory, after thirty days from the passage of this act, November 13th, 1861; provided, the possessor thereof did not acquire the means of procuring such homestead through fraud or false representations.

Such exemption shall not extend to any mechanic's, laborer's, or vendor's lien, or to any mortgage lawfully obtained; but no mortgage, sale, or alienation of any kind whatever, of such land by the owner thereof, if a married man, shall be valid without the signature of the wife to the same, acknowledged by her separately and apart from her husband; provided, that the wife be a resident of this Territory, and that such signature and acknow-

ledgment shall not be necessary to the validity of any mortgage upon the land, executed before it became the homestead of the debtor, or executed to secure the payment of the purchase money.

The homestead and other property exempt from forced sale, upon the death of the head of the family, shall be set apart by the Probate Court for the benefit of the surviving wife and his own legitimate children; provided, that the exemption, as provided in this section, shall not extend to unmarried persons, except when they have charge of minor brothers or sisters, or both, or brothers' or sisters' minor children, or a mother, or unmarried sisters living in the house with them.

Nothing in this act shall be so construed as exempting any real or personal property from sale for taxes.

DAKOTA—*Personal.*—All family pictures; all miscellaneous books and musical instruments for use of family not exceeding five hundred dollars in value; a seat or pew in any house of worship; a lot or lots in any burial-ground; all wearing apparel suitable to the condition of the debtor and his family; all household furniture used by the debtor and his family, not exceeding five hundred dollars in value, and in case the debtor shall own more than five hundred dollars' worth of furniture, he shall select such as may be deemed most useful to himself and family, leaving the balance subject to legal process; three cows, ten swine, one yoke of oxen, and one horse, or two yoke of oxen, or a span of horses or mules, one hundred sheep and their lambs under six months old, and all the wool of the same, and all cloth or yarn manufactured therefrom, the necessary food for the animals herein before mentioned, for one year's support, either provided or growing, or both as the debtor may choose; also one waggon, also one sleigh, two ploughs, one harrow, and other farming utensils, including tackle for teams, not exceeding three hundred dollars in value.

The provisions for the debtor and his family, necessary for one year's support, either provided or growing, or both, and fuel necessary for one year. The tools and instruments of any mechanic, whether a minor or of age, used and kept for the purpose of carrying on his trade or business, and in addition thereto, stock in trade not exceeding two hundred dollars in value. The library and implements of any professional man, not exceeding six hundred dollars in value, all of which articles herein before exempt shall be chosen by the debtor, his agent, or legal representatives, and wherever the articles are limited in value, they shall be (appraised) at the usual price of such articles at sheriff sale as near as can be.

Nothing in this act shall be so construed as to exempt any

property in this Territory from execution for clerk's, laborer's, or mechanic's wages.

Homestead.—A Homestead, belonging to any man or woman resident in this Territory, consisting of not more than eighty acres of land, and the dwelling-house and other improvements and appurtenances situated thereon convenient for a homestead, to be selected by the owner thereof, and not included within any incorporated city or village, or instead thereof, at the option of the owner, a quantity of land not exceeding in amount one acre, being within an incorporated city, town, or village, and the dwelling-house thereon and its appurtenances, shall not be subject to attachment or mesne process, (or levy), or sale upon execution, or any other process issuing from any court within this Territory. This section shall be construed to exempt such homestead in the manner aforesaid, during the time it shall be owned or occupied by the widow or minor child or children of any deceased person, who was, when living, entitled to the benefit of this act.

Such exemption shall not extend to any mortgage thereon, but such mortgage of said homestead or any part thereof by the owner if he be a married man, shall not be valid unless the wife join in said conveyance.

COLORADO TERRITORY—*Personal.*—All family pictures, school-books and library; a seat or pew in any house or place of public worship; the sites of burial of the dead; all wearing apparel of the debtor and his family; all stoves and appendages, kept for the use of the debtor and his family; all cooking utensils, and all the household furniture not herein enumerated, not exceeding three hundred dollars in value; the provisions for the debtor and his family, necessary for six months, either provided or growing, or both; and fuel necessary for six months. The tools and implements, or stock in trade of any mechanic, minor, or other person, used and kept for the purpose of carrying on his trade or business, not exceeding two hundred dollars in value. The library and implements of any professional man, not exceeding three hundred dollars. Working animals to the value of two hundred dollars. One cow and calf, ten sheep, and the necessary food for all the animals herein mentioned for six months, provided or growing, or both; also one farm wagon, cart or dray, one plough, one harrow, and other farming implements, including harness and tackle for team, not exceeding fifty dollars in value; provided, that nothing in this act shall be so construed as to exempt any property of any debtor from sale for the payment of any taxes whatever, legally assessed, and no article of property above mentioned, shall be exempt from attachment, or sale on execution, for the purchase money for said article of property.

LEGAL RATES OF INTEREST.

MAINE.—Legal rate, *six* per cent. If more be agreed to be taken, only legal interest can be recovered.

NEW HAMPSHIRE.—Legal rate, *six* per cent. (Banks are privileged to receive seven and three-tenths per cent.) If more be taken, the party forfeits three times the amount unlawfully taken.

VERMONT.—Legal rate, *six* per cent. Interest paid beyond that rate may be recovered.

MASSACHUSETTS.—Legal rate, *six* per cent.; but any amount shall be legal if specified in writing. When the defence of usury is established, defendant shall recover his costs, and plaintiff shall forfeit three-fold the amount of interest unlawfully taken. The party paying usurious interest may recover three-fold the amount of unlawful interest paid.

RHODE ISLAND.—Legal rate, *six* per cent. Unless a different rate be specified.

CONNECTICUT.—Legal rate, *six* per cent. Plaintiff can recover the principal, but without the interest. Persons taking usury, forfeit the whole of the interest; half going to the party who prosecutes to effect, and half to the State.

NEW YORK.—Legal rate, *seven* per cent. All contracts whereby a higher rate is reserved, are void. Corporations cannot set up the defence of usury.

NEW JERSEY.—Legal rate, *seven* per cent. All contracts for a higher rate are void. Persons taking a higher rate, forfeit the whole value of the contract—half to the State, and half to the prosecutor. Greater interest than allowed in place where the contract is made, cannot be recovered by action in this State.

PENNSYLVANIA.—Legal rate, *six* per cent. Usurious interest cannot be recovered; and if paid, may be again recovered; but usury does not render the entire contract void.

DELAWARE.—Legal rate, *six* per cent. Whoever takes more forfeits the whole debt—half to the State, and half to the prosecutor.

MARYLAND.—Legal rate, *six* per cent. In contracts where more is taken, only the excess over the legal rate is void.

VIRGINIA.—Legal rate, *six* per cent. Usurious contracts are void, with the penalty of forfeiture of twice the amount of the debt

North Carolina.—Legal rate, *six* per cent. All contracts for a higher rate are void, and the party exacting it is liable to a forfeiture of double the amount of the debt—half to the State, and half to the prosecutor.

South Carolina.—Legal rate, *seven* per cent. The party reserving more, forfeits the entire interest, and must pay all costs.

Georgia.—Legal rate, *seven* per cent. If more be reserved, the party forfeits the entire interest.

Florida.—Legal rate, *eight* per cent., *if by agreement;* if no rate be specified, then *six* per cent. Usury is punishable by indictment and loss of all the interest.

Alabama.—Legal rate, *eight* per cent. In usurious contracts, the principal, without interest, may be recovered.

Mississippi.—Legal rate, *six* per cent., *for the use of money;* and upon other contracts; but contracts may be made in writing for the payment of *ten* per cent., but not higher.

Louisiana.—Legal rate, *five* per cent.; but parties may agree on any sum as high as *eight* per cent. Bank interest is *six* per cent. The penalty for usurious contracts is a forfeiture of the entire interest.

Texas.—Legal rate, where no rate is specified, *eight* per cent., but parties may agree upon any rate as high as *twelve* per cent Where more interest is reserved, no interest can be recovered.

Arkansas.—Legal rate, where no rate is mentioned, *six* per cent.; but parties may contract for any rate not exceeding *ten* per cent. Usurious contracts are void.

Tennessee.—Legal rate *six* per cent. Parties taking more, are liable to a fine of not less than the amount usuriously taken.

Kentucky.—Legal rate, *six* per cent. All contracts for a higher rate are usurious and void.

Ohio.—Legal rate, *six* per cent.; but parties may contract for any rate as high as *ten* per cent.; if for a higher rate, the excess is void.

Michigan.—Legal rate, *seven* per cent., with permission to agree upon any rate not higher than *ten* per cent., for the use of money. Contracts are not void for usury beyond the usurious excess.

Indiana.—Legal rate, *six* per cent. Usurious interest cannot be recovered, and, if paid, may be regained; but usury does not render the entire contract void.

Illinois.—Legal rate, *six* per cent. On written agreement for

loaned money, parties may agree upon any rate not exceeding *ten* per cent. In a suit on a note, if it be shown that it was not given for money loaned, judgment will be given for the principal sum with *six* per cent. interest.

MISSOURI.—Legal rate, *six* per cent. If plea of usury be sustained, judgment shall be rendered for legal interest only, which interest shall be paid to the common school fund. In addition, a usurer shall, upon information to any Justice of the Peace, or Court, having jurisdiction, forfeit and pay to the common school fund the whole interest agreed to be paid.

IOWA.—Legal rate, *six* per cent. Parties, however, may agree upon any rate not exceeding *ten* per cent. Illegal interest may be recovered.

WISCONSIN.—Legal rate, *seven* per cent. But parties may agree in writing upon any rate not exceeding *twelve* per cent. If more be taken, the person paying may recover *treble* the amount paid, if action be commenced within one year from the date of such payment.

CALIFORNIA.—Legal rate, *ten* per cent. But any greater rate, or compound interest, may be reserved by agreement.

MINNESOTA.—Any rate of interest agreed upon by parties in contract, specifying the same in writing, is legal and valid. When no rate of interest is agreed upon, or specified in a note, or other contract, seven per centum, per annum, is the legal rate. All judgments that may be recovered in any court of this State, shall, from and after the rendition of the same, draw interest at the rate of twelve per cent. per annum.

OREGON.—Legal rate of interest, *ten* per cent., for money lent or money due on settlement of accounts, from the day of liquidating the same, and ascertaining the balance.

DISTRICT OF COLUMBIA.—Legal rate of interest, *six* per cent, Usurious contracts are void.

KANSAS.—Legal rate of interest, seven per cent. per annum, when no other rate of interest is agreed upon. Parties to any bond, bill, promissory note or other instrument of writing for the payment or forbearance of money, may stipulate therein for interest at any rate not exceeding twelev per cent. per annum. No incorporated banking institution in this State shall be entitled to receive more than the rate of interest specified in its charter, or, if no rate be specified, more than seven per cent. per annum upon any loan or discount whatsoever.

NEBRASKA.—Legal rate of interest upon the loan or forbearance of money, goods or things in action, *ten* per cent., unless a greater rate, not exceeding fifteen per cent., be contracted for by the parties.

UTAH.—Legal rate of interest, *seven* per cent. But parties may agree in writing upon a rate not exceeding ten per cent.

WASHINGTON.—Legal rate of interest, *ten* per cent. per annum. Any rate of interest agreed upon by parties to a contract, specifying the same in writing, shall be valid and legal.

NEVADA.—Legal rate, *ten* per cent. Parties may agree, in writing, for the payment of any rate of interest whatever on money due, or to become due on any contract. Any judgment rendered on such contract, shall conform thereto, and shall bear the interest agreed upon by the parties, and which shall be specified in the judgment; provided, only the amount of the original claim or demand shall draw interest after judgment.

COLORADO.—Legal rate of interest, *ten* per cent. The parties to any bond, bill, promissory note, or other instrument of writing, may stipulate therein for the payment of a greater or higher rate of interest than ten per centum per annum, and any such stipulation may be enforced in any court of law or equity in the Territory.

LIMITATION OF ACTIONS
IN THE DIFFERENT STATES.

MAINE.—*Actions which must be commenced within six years after the cause of action accrues.*—Actions of debts on contract not under seal; for arrears of rent; for waste; trespass on land; replevin and all other actions for detention and injury to goods; and all causes for action founded on contract or liability.

Within four years.—All actions against Sheriff.

Within two years.—All actions for assault and battery, false imprisonment, slander, and libel.

Within one year.—Actions against endorser of writ on judgment, in the original action.

Cause of action accrues, in cases of open account, from the date of the last item proved.

All personal actions not limited by the above provisions may be brought within twenty years after cause of action accrues. Minors married women, persons out of the United States, insane, or imprisoned, may bring actions within the times above limited, after such disability is removed. If, at the time a cause of action accrues against any person, he shall be out of the State, the action may be commenced within the time above limited after his return to the State. No action for the recovery of lands can be commenced against any person who has been in open, peaceable, and exclusive possession of the same for more than forty years.

NEW-HAMPSHIRE.—*Actions which must be commenced within twenty years after the cause of action accrues.*—All actions for the recovery of real estate; all actions of debt founded on a judgment or recognisance, or a contract under seal.

Within five years.—All rights in action, relative to real estate, by minors or persons insane, may be commenced within five years after such disability is removed.

Within three years.—All writs of error after judgment has been rendered.

Within two years.—All actions for slander, assault and battery, and wounding.

Actions on notes secured by mortgage may be brought so long as the plaintiff to action holds the mortgage.

If the defendant, at the time of the cause of action, or afterward, was absent from the State, the time of such absence shall be excluded in the computation.

VERMONT.—*Actions which must be commenced within fifteen years after the cause of action accrued.*—All actions for the recovery of land.

Within fourteen years.—All actions on promissory notes signed in the presence of attesting witnesses.

Within six years.—All actions of debt on judgment, rendered in any court, not being a court of record. All actions of debt on contract, or liability, not under seal for arrearages of rent; open account; trespass on lands; replevin, and all other actions for taking, detaining, or injuring goods.

Within four years.—All actions against Sheriffs for the negligence or misconduct of their deputies.

Within two years.—All actions for slander and libel.

The provisions in relation to married women, insane and imprisoned persons, are the same as in Maine.

The time during which a person, against whom a cause of action has accrued, is absent from the State, is not computed in the limitation.

Within three years.—All actions for assault and battery, and for false imprisonment.

MASSACHUSETTS.—*Actions which must be commenced within six years after the cause of action accrued.*—All actions for arrears of rent; waste; trespass on land; replevin, and all other actions for taking, detaining, or injuring goods or chattels.

Within four years.—Actions against Sheriffs for the negligence or misconduct of their deputies.

Within two years.—Actions for assault and battery, false imprisonment, slander, and libel.

None of the foregoing provisions apply to any action on a promissory note signed in the presence of an attesting witness, provided the action be brought by the original payee, or his executor or administrator; nor to any action brought on any bill, note, or other evidence of debt issued by any bank.

In all actions of debt brought to recover the balance due upon a mutual and open account, the cause of action accrues at the time of the proof of the last item in such account.

If any person entitled to bring any of the foregoing actions is, at the time when the cause of action accrues, a minor, a married woman, a lunatic, imprisoned, or absent from the United States, such person may commence suit within the times respectively limited, after the disability shall be removed.

All personal actions on any contract not limited by the foregoing, or by any other law of the State, may be brought within twenty years. In case the defendant is out of the State, the time of such absence is not to be computed.

RHODE ISLAND.—*Actions which must be commenced within twenty*

years after the cause of action accrued.—All accounts that concern trade or merchandise between merchant and merchant, their factors or servants.

Within six years.—All actions of covenant, account, arrearages of rent, detinue or replevin, and of debt founded on contract without speciality.

Within four years.—All actions of trespass, and of trespass and ejectment.

Within two years.—All actions of slander and libel.

If any person, at the time such action shall accrue, be a minor, a married woman, a lunatic, imprisoned, or beyond the limits of the United States, he or she may commence the same within the times specified after such disability is removed.

If any person against whom there shall exist any of the above-mentioned causes of action be without the limits of the State, or shall go out before the action is barred, and shall not have or leave sufficient property therein that can be attached, the party entitled to such action may commence the same within the time limited after such person's return into the State.

CONNECTICUT.—*Actions which must be commenced within seventeen years after the cause of action accrued.*—All actions on bonds, written obligations, contracts under seal, and promissory notes not negotiable.

Within fifteen years.—All actions of entry on lands. Those legally incapable at the time such right of action accrued, may bring the same at any time within four years after becoming capable.

Within six years.—All actions of account, debt on book, on simple contract, and on implied contracts not under seal. Those not capable may bring them within three years after becoming capable.

Within three years.—All actions of slander, libel, trespass, and express contracts, not in writing.

The time when the defendant is out of the State is excluded from the computation.

NEW-YORK.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions upon judgments or decrees of any court or courts in the United States; upon sealed instruments; and for the recovery of real estate.

Within six years.—All actions upon unsealed contracts, obligations or liabilities, express or implied; for trespass on real estate; for taking, detaining, or injuring goods or chattels; for the specific recovery of personal property; for criminal conversation; and for injury to the person or rights of another.

Within two years.—All actions for libel, slander, assault, bat-

tery, false imprisonment, and for forfeitures or penalties to the people of the State.

In a case of open account, cause of action accrues from the time when proof is given of the last item in the account.

All actions to enforce the payment of bills, notes, or other evidences of debt, issued by moneyed corporations, or put in circulation as money; and all actions against directors or stockholders of moneyed corporations or banking associations, to recover an imposed penalty or forfeiture, or to enforce a liability created by law, must be brought within six years after the discovery by the aggrieved party of the facts upon which the penalty or forfeiture attached, or the liability, was created.

No acknowledgment or promise shall be sufficient evidence of a new or continuing contract, unless the same be contained in some writing, signed by the party to be charged thereby. But this section shall not alter the effect of any payment of principal or interest.

Absence from the State by a party against whom cause of action has accrued, shall not be computed.

If a person entitled to bring an action be at the time of the cause of action a minor, a lunatic, a married woman, or imprisoned, the time of such disability is not a part of the time limited for the commencement of the action, except that the period within which the action must be brought cannot be extended more than five years by such disability, except in case of infancy; nor can it be so extended in any case longer than one year after the disability ceases.

NEW-JERSEY.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for the recovery of lands.

Within sixteen years.—All actions of debt; covenants for rent; arrearages of rent, founded on any lease under seal; actions of debt on any bill for the payment of money only, or upon any obligation with condition for the payment of money only; and all actions upon awards under the hands and seals of arbitrators, for the payment of money only.

Within six years.—All actions of trespass, detinue, trover and replevin, for injuring or taking away goods and chattels; of debt, founded on any contract without speciality; and for arrearages of rent on contracts not under seal.

Within four years.—All actions of trespass for assault, menace, battery and imprisonment.

Within two years.—All actions for libel and slander within two years after the words spoken.

Minors, married women, and lunatics, may bring these actions within limited periods, respectively, after their disability is re-

moved. The time of defendant's absence from the State is not to be computed.

PENNSYLVANIA.—*Actions which must be commenced within twenty-one years after the cause of action accrued.*—All actions for the recovery of lands.

Within six years.—All actions of account between retailer and consumer; actions of debt founded upon any contract without speciality; for arrearages of rent, except the proprietaries' quit-rents; actions of replevin for goods and chattels; and all actions of trespass upon land.

Within two years.—All actions of trespass, assault, menace, battery, wounding, and imprisonment.

Within one year.—All actions for libel and slander.

Infants, lunatics, married women, and persons imprisoned, have ten years after their disability is removed. Parties out of the United States may bring the above actions within the times respectively limited, after the disability is removed.

DELAWARE.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for recovery of lands.

Within six years.—All actions on promissory notes, bills of exchange, and acknowledgments under the hand of the debtor.

Within three years.—All actions of trespass, replevin, detinue, debts not founded on a record of speciality, and of account.

In cases of mutual and running account, limitation not to begin while the account continues open.

Minors, married women, lunatics, and persons imprisoned, to have ten years after the removal of such disability.

The time of the defendant's absence from the State is to be deducted; and in every such case, one year after his return, to be allowed, when the cause of action arises in the State.

MARYLAND.—*Actions which must be commenced within three years after the cause of action accrued.*—All actions of trespass on land, detinue, trover, replevin, contract account, loans, non-residents, contracts without speciality, and arrearages of rent.

Within one year.—All actions relative to slander, assault, battery, wounding, and imprisonment.

No person absenting himself from the State, or removing from county to county, to the hindrance and injury of his creditors, can have any benefit from the foregoing sections.

Minors, married women, lunatics, and prisoners, may commence the above actions within the times respectively limited, after their disability is removed.

VIRGINIA.—*Actions which must be commenced within twenty*

years after the cause of action accrues.—All actions founded on contracts in writing under seal.

Within fifteen years.—All actions to recover land.

Within ten years.—All actions on indemnifying bonds taken under any statute, and on all bonds of executors, administrators, guardians, curators, committees, Sheriffs, or other public officers.

Within five years.—All actions on awards or contracts in writing not under seal.

Within two years.—All actions founded on accounts between retailers and consumers.

All personal actions not provided for in the foregoing section must be brought to suit within five years.

A minor, married woman, or lunatic, may commence the above actions ten years after the removal of such disability.

Every action upon a judgment rendered in any other State or country is barred, if by the laws of such State or country it would there be barred. But whether so barred or not, no action can be instituted on a judgment against a party who has been a resident in the State for ten years, if such judgment was rendered more ten years before the commencement of the action.

NORTH CAROLINA.—*Actions which must be commenced within seven years after the cause of action accrued.*—All claims for the recovery of lands.

Within three years.—All actions of account, arrearages of rent, of debt upon simple contract, and of detinue, replevin, and trespass, either for goods and chattels, or upon land.

Within one year.—All actions for trespass, assault, battery, wounding, and imprisonment.

Within six months.—All actions for slander and libel.

Minors, married women, lunatics, prisoners, and persons beyond seas, have the same periods after the removal of their disability.

SOUTH CAROLINA.—*Actions which must be commenced within seven years after the cause of action accrued.*—All claims for the recovery of lands.

All titles to lands or possessions for seven years are good against all claims whatsoever. In actions to try titles to lands, if the plaintiff or claimant discontinue, or suffer a non-suit, verdict, or judgment against him, or in any other way let the first action fall, he may bring a second action within two years; otherwise, he is barred. The second action is final.

Within four years.—All actions of trespass on land; trespass, detinue and trover; and replevin, debt, and covenant.

Within one year.—All actions of assault, battery, and imprisonment.

Within six months.—All actions of libel and slander

Persons beyond seas, married women, and prisoners, may commence the above actions seven years after the removal of their disability; minors five years after their majority.

GEORGIA.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions on instruments under seal.

Within seven years.—All actions for the recovery of land.

Within six years.—All actions on notes and instruments in writing, not under seal.

Within five years.—All actions on foreign judgments.

Within four years.—All actions on open accounts, trespass, debt, detinue, and replevin for goods; also, all actions for trespass on land.

Within two years.—All actions for trespass, assault, battery, wounding, and imprisonment.

Within six months.—All actions for slander.

Minors, married women, lunatics, prisoners, and persons beyond seas, have the same periods after their disability is removed.

FLORIDA.—*Actions which must be commenced within seven years after the cause of action accrued.*—All actions for the recovery of real estate.

Within five years.—All actions of account; debt; trespass on land; and trespass, detinue, and replevin for goods and chattels.

Within three years.—All actions for assault, battery, wounding, and imprisonment.

Within two years.—All actions on book accounts. If the creditors die within such two years, then the further time of two years.

Within one year.—All actions for libel and slander.

Minors, married women, lunatics, prisoners, and persons beyond seas, have the same periods after the removal of their disability.

Actions of account concerning merchandise between merchants, actions of debt on speciality, and actions of covenant, not being regulated by statute, are governed by the old English law in force prior to 1776.

A debtor who absconds, conceals himself, or otherwise prevents his creditor from bring suit within the terms above specified, thereby loses all benefits of the foregoing limitations.

ALABAMA.—*Actions which must be commenced within thirty years after the cause of action accrued.*—All actions on real, possessory, ancestral, and other actions for the recovery of lands.

Within twenty years.—All actions relative to the right of entry on lands; all actions on judgments in any court of record; and all actions of debt between merchants, concerning trade in merchandise.

Within sixteen years.—All actions on instruments under seal.

Within six years.—All actions for trespass; detinue, trover, replevin; for taking goods and chattels; actions of debt founded on contract; for arrearages of rent; on parole, demise; and of account.

Within three years.—All actions on open account.

Within two years.—All actions for trespass, assault, menace, battery, wounding, and imprisonment.

Within one year.—All actions for libel and slander.

All actions for forcible entry and detainer are barred by three years' adverse possession.

Writs of error to the Supreme Court of the State are limited to three years.

Wills may be contested by bill in chancery within five years from the time of probate.

The time of absence from the State is not computed.

Minors, married women, lunatics, and prisoners, have the same periods respectively after the removal of their disability.

MISSISSIPPI.—*Actions which must be commenced within ten years after the cause of action accrued.*—All actions for the recovery of lands, and all actions on judgments of any court of record.

Within six years.—All actions on debts, covenants, arrearages of rent, founded on leases under seal, and all actions of debt on bills, obligations, and awards for the payment of money. All actions of trespass on land; of trespass, detinue, trover, and replevin; action of debt founded on any lending or contract without speciality; for arrearages of rent due on parole demise; and all actions of account.

Within two years.—All actions on account between retail merchants and consumers.

Within one year.—All actions for slander, assault, and battery.

Minors, married women, and lunatics, are entitled to the same periods of limitation, after the removal of their disability.

Absence from the State by parties liable to action is not computed.

LOUISIANA.—*Actions which must be commenced within thirty years after the cause of action accrued.*—All actions relative to the recovery of lands.

Within five years.—All actions on bills of exchange, and accounts between merchants relative to merchandise.

Within three years.—All actions for arrearages of rent, annuities, alimony, and hire of movables or immovables; for the payment of loaned money, salaries of overseers, clerks, secretaries, and school-teachers; and for the payment of physicians', surgeons', and apothecaries' bills.

Within one year.—All actions for slander; libel; trespass on leased premises; for delivery of merchandise on board vessels; for

damage sustained by merchandise on board of vessels; for monthly lessons by instructors; claims by innkeepers, and others, on account of board and lodging; all accounts between retail merchants and consumers; all claims by workmen, laborers, and servants; all claims by officers and sailors; and all bills for the supply of materials for the construction, equipment, and provisioning of vessels.

TEXAS.—*Actions which must be commenced within four years after the cause of action accrued.*—All actions for debt on contract, in writing; on all instruments under seal; and all accounts between merchants relative to merchandise.

Within two years.—All actions of trespass for injury to property; for taking away goods and chattels; open accounts; and accounts between retail merchants and consumers.

Within one year.—All actions for assault and battery, slander, and libel.

Minors, married women, lunatics, and prisoners, have the same periods, after the removal of their disability.

An acknowledgment to take a claim out of the statute of limitation must be in writing, and signed by the party to be charged.

ARKANSAS.—*Actions which must be commenced within ten years after the cause of action accrued.*—All actions of account between merchants concerning merchandise; actions on sealed instruments; judgments and decrees.

Within five years.—All actions on promissory notes and other instruments in writing, not under seal.

Within three years.—All actions of account between retail merchants and consumers; all actions on debts for labor, rent, trespass, and replevin.

Within one year.—All actions for libel and slander.

Non-residents are subject to the limitations equally with residents. When a debtor has absconded from another State into Arkansas, without the knowledge of his creditor, the latter may sue within the time limited, after he is apprised of such residence of the absconding debtor.

Minors, married women, lunatics, and prisoners, have the same periods, respectively, after their disability.

All acknowledgements to take a case out of the statute of limitations, or to bind a person for a debt contracted during his minority, must be in the handwriting of such person.

TENNESSEE.—*Actions which must be commenced within seven years after the cause of action accrued.*—All claims for the recovery of real estate.

Within three years.—All actions founded on accounts rendered, of debt for arrearages of rent, of debt on simple contract, and of

detinue, replevin, and trespass, either for goods and chattels, or upon land.

Within one year.—All actions of assault, battery, wounding, and imprisonment.

Within six months.—All actions for libel and slander.

Minors, married women, lunatics, and persons beyond seas, have the same periods, after their disability is removed.

KENTUCKY.—*Actions which must be commenced within fifteen years after the cause of action accrued.*—All actions on judgments and decrees of court.

Within ten years.—All actions on the official bonds of a Sheriff or other public officer, or his deputy; on the official bond of a personal representative, guardian, or committee; on bonds for appeals, attachments, injunctions, and orders for arrest, or for the delivery of property; on bonds for costs; on bonds for replevin; on bonds for sale and delivery, taken under an execution or warrant of distress; and on bonds to suspend sale or proceeding under a distress warrant or an execution.

Within five years.—All actions on simple bonds or contracts; for trespass on real estate; for taking, detaining, or injuring personal property; for recovering personal property; on bills of exchange, promissory notes, checks, drafts, and orders; accounts between merchants concerning trade in merchandise; and actions for relief on the ground of fraud.

Within one year.—All actions for injury to the person of plaintiff or his wife, child, ward, or servant, other than a slave; for malicious prosecution or arrest; for seduction or breach of promise of marriage; libel and slander; for the carelessness of Sheriff or his deputy; and for accounts between retail merchants and consumers.

OHIO.—*Actions which must be commenced within twenty-one years after the cause of action accrued.*—All actions for the recovery of real estate.

Within fifteen years.—All actions on specialty, agreements, contracts, or written promises.

Within six years.—All actions on contracts not in writing, express or implied, and on a liability by statute for a forfeiture or penalty.

Within four years.—All actions for trespass on real estate; for taking, detaining, or injuring personal property; for the recovery of personal property; and for relief on the ground of fraud.

Within one year.—All actions for libel, slander, assault, battery, malicious prosecution, and false imprisonment.

Minors, married women, lunatics, and prisoners, are entitled to the same periods, after their disability is removed.

Absence of defendant from the State, or the time during which he conceals himself to avoid process, is not computed in the limitation.

MICHIGAN.—*Actions which must be commenced within ten years after the cause of action accrued.*—All actions for the recovery of real estate, and actions founded on contracts, and instruments under seal.

Within six years.—All actions of debt founded on contract or liability not under seal; on judgments and decrees rendered in all courts other than those of any court of record of the State, or of any other State; for arrears of rent; actions founded on contract or liability, express or implied; of waste; replevin and trover, and all other actions for taking, detaining, or injuring goods or chattels.

Within two years.—All actions for trespass on land; assault and battery, false imprisonment, slander, and libel.

Minors, married women, lunatics, prisoners, or persons out of the United States, are entitled to the same periods, after their disability is removed.

In cases of open account, the cause of action accrues at the time of proof of the last item.

The foregoing limitations do not apply to notes issued as money by banks or money corporations.

When a party against whom there is a case of action is absent, or leaves the State, the time of such absence is not computed.

In actions on contract, no promise or acknowledgment shall take a case out of the statute, unless the same is made or contained by or in some writing.

INDIANA.—*Actions which must be commenced within ten years after the cause of action accrued.*—All actions for the recovery of land; actions on judgments rendered in any court of record of the State, or of any of the States or Territories of the United States; actions on bonds, notes, and contracts on specialty; and on bills, notes, and other evidences of debt, issued by banks or other moneyed corporations.

Within six years.—All actions of debt founded on contract or liability, express or implied; upon judgments rendered before a Justice of the Peace, or in any court not a court of record; for arrears of rent; for waste; trespass upon land; and actions of replevin, and for taking, detaining, and injuring goods.

Within three years.—All actions for assault, battery, and false imprisonment.

Within one year.—All actions for slander and libel.

In all actions of debt on open accounts, cause for action is deemed to have accrued at the time of the last item proved.

Absence from the State, of defendant, is not computed.

Minors, married women, lunatics, prisoners, and persons absent from the United States, may bring action within *one year* after their disability is removed.

ILLINOIS.—*Actions which must be commenced within twenty years after the cause accrued.*—All actions concerning the recovery of real estate; and on judgments rendered by any court of record.

Within sixteen years.—All actions for debt, or covenants for rent, founded on a lease under seal; and of debt founded on bills, promissory notes, written obligations, covenants of specialty, awards of arbitrators under seal, and on accounts between merchants relative to trade in merchandise. When any payment has been made upon such instruments, right of action commences from the time of such payment.

Within five years.—All actions of trespass on lands, trespass on personal property, and taking and injuring goods; for arrears of rent on parole demise; and of accounts between retail merchants and consumers.

Within two years.—All actions for assault, battery, wounding, imprisonment and malicious prosecution.

Within one year.—All actions for slander and libel.

Absence of defendant from the State is not included in the computation.

Minors, married women, lunatics, and persons absent from the State, may commence such actions within the terms prescribed, after the removal of their disability.

MISSOURI.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions on bonds, judgments, and decrees.

Within ten years.—All actions founded on instruments under seal.

Within five years.—All actions for contracts, express or implied, and not under seal; on all liabilities created by statute, other than penalties or forfeitures; for trespass on real estate; for taking, detaining, or injuring goods; for the recovery of personal property; for criminal conversation, or other injury to the rights of persons; and all actions for relief on the ground of fraud, the cause accruing at the discovery of the fraud.

Within two years.—All actions for libel, assault, battery, false imprisonment, and for penalty or forfeiture to the State.

Within one year.—All actions against individuals by the State.

In cases of open account, the cause of action accrues at the time of the last item in the account on the adverse side.

Limitations apply to actions brought by the State, or for its benefit.

A promise in writing is necessary to revive an action barred by the statute.

Minors, married women, lunatics, and prisoners, have the same periods, respectively, after their disability is removed.

IOWA.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for the recovery of real estate. The judgment of any court of record may be revived after twenty years, by giving the defendant notice, and calling upon him to show cause why an action should not be commenced.

Within six years.—All actions of debt for rent or money founded upon covenant or lease; of debt on single or penal bills, promissory notes; on writings obligatory for the payment of money, or the delivery of property, or the performance of contracts, or on the award of arbitrators for the payment of money only; for the recovery of money or property on promises not under seal; and all actions on accounts between merchants on account of merchandise.

Within five years.—All actions of trespass on property; for taking, detaining, or injuring goods; for arrearages of rent promised by word of month; and for debts due on running accounts.

Within two years.—All actions for debts due on accounts between retail merchants and consumers.

Within one year.—All actions for trespass on personal property; for libel and slander; and for assault, battery, false imprisonment, and malicious prosecution.

The time of defendant's absence from the State is not computed in the limitation.

WISCONSIN.—*Actions which must be commenced within twenty years after the cause of action accrued.*—All actions for the recovery of real estate; all actions founded on judgments or decrees of courts of record, either in or out of the State.

Within six years.—All actions of debt founded on judgments or decrees of courts which are not courts of record; for arrears of rent; on contracts for money, express or implied; for waste; trespass on land; and for replevin, and all other actions for taking, detaining, or injuring goods.

Within two years.—All actions for assault, battery, malicious prosecution, false imprisonment, slander, and libel.

In all cases of open account, cause of action accrues at the time of proof of the last item.

Minors, married women, lunatics, and prisoners, have the same periods, respectively, after the removal of their disability.

CALIFORNIA.—*Actions which must be commenced within five years after the cause of action accrued.*—All actions for the recovery of real estate; and all actions on judgments or decrees of courts in the State, or in any of the United States or Territories

Within four years.—All actions founded on contracts, obligations or liabilities, in writing. Actions on open account for goods.

Within three years.—All actions founded on liabilities, other than penalties or forfeitures; for trespass upon real estate; for taking, detaining, or injuring goods or chattels; for the recovery of personal property; for relief on the ground of fraud; the cause of action accruing upon the discovery of the fraud.

Within two years.—All actions on contracts, obligations, or liabilities, not founded on instruments in writing.

Within one year.—All actions founded on penalties or forfeitures, for libel, slander, assault, battery, or false imprisonment; and for accounts between retail merchants and consumers.

In all cases of open and mutual account, the cause of action accrues from the time of the last item proved.

Minors, married women, lunatics, and prisoners, are entitled to the same periods, respectively, after the removal of their disability.

No promise or acknowledgment shall be sufficient evidence of a new or continuing contract, whereby to take the case out of the statute, unless the same be in writing, and signed by the party to be charged.

MINNESOTA.—*Actions which must be commenced within twen. years after the cause of action accrued.*—All actions for the recovery of real estate.

Within ten years.—All actions upon a judgment or decree of a court of the United States, or of any State or territory of the United States.

Within six years.—All actions upon contracts or other obligations, expressed or implied, excepting those mentioned in the last preceding section; all actions for trespass upon real property; all actions for taking, detaining, and injuring personal property, including actions for the specific recovery thereof; all actions for criminal conversation, or for any other injury to the person or rights of another, not arising on obligation, and not hereinafter enumerated. All actions for relief, or on the ground of fraud; the cause of action in such cases not to be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud.

Within three years.—All actions against a sheriff, coroner, or constable, upon the liability by the doing of an act in their official capacity, or by the omission of their official duty, including the failure to pay moneys collected upon an execution.

Within two years.—All actions for libel, slander, assault, battery, or false imprisonment.

Within one year.—All actions against a sheriff, or other officer, for the escape of a person arrested or imprisoned by a civil process; all actions brought to recover the balance due upon a mutual,

open, and current account, the cause of action accrues at the time of proof of the last item.

OREGON.—*Actions which must be commenced within twenty years.*—All actions for the recovery of real property, and for the possession thereof.

Within ten years.—All actions upon a judgment or decree of any court of the United States, or territories of the United States, and all actions upon a sealed instrument.

Within six years.—All actions upon a contract or liability, express or implied, excepting those mentioned above; all actions for waste or trespass upon real property; all actions for taking, detaining or injuring personal property, including an action for the specific recovery thereof; all actions for criminal conversation, or for any other injury to the person or rights of another, not hereinafter enumerated. All actions for relief on the ground of fraud, where the aggrieved party has discovered the facts constituting the fraud.

Within three years.—All actions against a sheriff, coroner, or constable, upon a liability incurred by the doing of an act in his official capacity, and in virtue of his office. All actions upon a statute, for penalty and forfeiture, where the action is given to the party aggrieved, except where the statute imposing it prescribes a different limitation.

Within two years.—All actions for libel, slander, assault, battery, or false imprisonment; all actions upon a statute for a forfeiture or penalty to the State.

Within one year.—All actions against a sheriff or other officer, for the escape of a prisoner arrested on civil process; all actions to recover a balance due upon a mutual, open, and current account, from the time of the last item proved in the account on either side.

KANSAS.—*Actions which must be commenced within twenty-one years after the cause of action accrued.*—All actions for the recovery of the title or possession of lands, tenements or hereditaments.

Within three years.—All actions upon a speciality, or any agreement, contract or promise in writing. Also, all actions not in writing, expressed or implied.

Within two years.—All actions for trespass upon real property; all actions for taking, detaining or injuring personal property, including actions for the specific recovery of personal property.

Within one year.—All actions for libel, slander, assault and battery, malicious prosecution or false imprisonment.

NEBRASKA.—*Actions which must be commenced within twenty-one*

years.—All actions for the recovery of the title or possession of lands, tenements or hereditaments can only be brought within twenty-one years after the cause of such action shall have occurred.

Within five years.—All civil actions other than for the recovery of real property, such as actions upon a speciality, or any agreement, contract or promise in writing, or foreign judgment.

Within four years.—All actions upon a contract not in writing, expressed or implied; an action upon a liability created by statute other than a forfeiture or penalty.

Within four years.—Actions for trespass upon real property; actions for taking, detaining or injuring personal property, including actions for the specific recovery of personal property; actions for an injury to the rights of the plaintiff, not arising on contract, and hereinafter enumerated; actions for relief on the ground of fraud, but the cause of action in such case shall not be deemed to have occurred until the discovery of the fraud.

Within one year.—All actions for libel, slander, assault and battery, malicious prosecution or false imprisonment; actions upon a statute for a penalty or forfeiture; but where the statute giving such action presents a different limitation, the action may be brought within the period so limited.

NEVADA.—*Actions which must be commenced within ten years after the cause of action accrued.*—All claims for the recovery of lands, or the issues or profits thereof.

Within five years.—All actions upon a judgment, or decree, of any court of the United States, or of any State, or Territory, within the United States.

Within four years.—All actions upon any contract, obligation, or liability, founded upon an instrument of writing.

Within three years.—All actions upon a liability created by statute, other than a penalty, or forfeiture; all actions for trespass upon real property; all actions for taking, detaining, or injuring, any goods or chattels, including actions for the specific recovery of personal property; all actions for relief, on the ground of fraud, the cause of action, in such case, not to be deemed to have accrued until the discovery, by the aggrieved party, of the facts constituting the fraud.

Within two years.—All actions upon a contract, obligation, or liability, not founded upon an instrument of writing; all actions against a Sheriff, Coroner, or Constable, upon the liability incurred by the doing of an act in his official capacity, and in virtue of his office, or by the omission of an official duty, including the non-payment of money collected upon an execution; all actions for libel, slander, assault, battery, or false imprisonment; all actions upon a statute for a forfeiture, or penalty, to the people of this Territory; all actions against a Sheriff, or other

officer, for the escape of a prisoner arrested or imprisoned on civil process; all actions on an open account for goods, wares, and merchandise, sold and delivered, and for any article charged in a store account.

COLORADO.—*Actions which must be commenced within six years, next after the cause of action shall accrue, and not afterwards:* All actions of debt founded upon any contract or liability in action; all actions upon judgments rendered in any court, not being a court of record; all actions for arrears of rent; all actions founded on any contract or liability, express or implied; all actions for waste, and for trespass on land; all actions of replevin, and all other actions for taking, detaining, or injuring, goods or chattels; all other actions on the case, except actions for slanderous words, and for libels.

Within one year.—All actions for assault and battery, and for false imprisonment, and all actions for slanderous words, and for libels.

Within six months.—All actions against Sheriffs, or other officers, for the escape of persons imprisoned on civil process.

In all actions of debt or assumpsit, brought to recover the balance due upon a mutual and open account current, the cause of action shall be deemed to have accrued at the time of the last item proved in such account.

All personal actions, on any contract not limited by the foregoing sections, or by any other law in this Territory, shall be brought within three years after the accruing of the cause of action, and not afterwards.

WASHINGTON.—*Actions which must be brought within twenty years.*—All actions for the recovery of real estate, or for the recovery of the profession thereof.

Within six years.—All actions upon a judgment or decree of any court of the United States, or of any State or territory within the United States; all actions upon a contract in writing, or liability, express or implied, arising out of a written agreement; all actions for the rents and profits, or for the use and occupation of real estate

Within three years.—All actions for waste or trespass upon real property; all actions for taking, detaining or injuring personal property, including actions for the specific recovery thereof, or for any other injury to the person or rights of another, not hereinafter enumerated; actions upon all contracts, express or implied, which are not in writing, and do not arise out of any written instrument; all actions for relief upon the ground of fraud, the cause of action in such case not to be deemed to have accrued until the discovery by the aggrieved party of the facts constituting the fraud; all actions against a sheriff, coroner or constable, for

non-payment of money collected upon an execution; all actions for seductions and breach of marriage contract.

Within one year.—All actions for libel, slander, assault, assault and battery, and false imprisonment; all actions upon a statute for a forfeiture or penalty to the territory; all actions for relief, not hereinbefore provided for, shall be commenced within two years after the cause of action shall have accrued. In all actions brought to recover a balance due upon a mutual, open, and current account the cause of action shall be deemed to have accrued from the time of the last item, proved in the account on either side.

LIEN LAWS.

MAINE.—All mechanics working on a vessel finished, or on the stocks, shall have a lien on such vessel until four days after such vessel is launched and ready for sailing, and may secure the same by attachment, which takes precedence of other attachments.

Any person performing labor, or furnishing materials for erecting, altering, or repairing any house or other building, by order of the owner thereof, shall have a lien upon the same for ninety days from the time such payments become due, to secure the payment for such labor or materials. He may secure the same by attachment, which takes precedence of all others.

NEW HAMPSHIRE.—Any person performing labor on a building, or furnishing materials for the construction, repairing, or altering the same, shall have a lien thereon for the space of thirty days after the payment of said labor or materials shall become due for such contracts, providing the order or contract for the same is in writing, and a true copy thereof left with the town clerk. Such lien may be secured by an attachment, which shall have precedence of all other attachments, except there be a prior mortgage on the land on which the house is situated, in which case the prior mortgage has the preference.

Any person furnishing labor or materials for the construction, altering, or repairing of a vessel, shall have a lien therefor on such vessel for the space of four days after such vessel is finished. This lien may be secured by attachment, which shall take precedence of all attachments, except a lien for mariners' wages.

Any person, to whom any horses, cattle, sheep, or other domestic animals, shall be entrusted to be pastured or boarded, shall have a lien upon said animals for all proper charges due for such pasturing or board, until said person voluntarily relinquishes the possession of said animals, and any person, to whom said animals shall be so entrusted, may detain the same until payment or tender of the amount due for such pasturing or board.

VERMONT.—Any person who shall perform any labor, or furnish any materials in this State for or towards the building, repairing, fitting, or furnishing any ship, vessel, or steamboat, shall have a lien on the same for his wages and materials so furnished, until eight months after such vessel or steamboat shall be completed, and may secure the same by attachment on such ship, vessel or steamboat, which attachment shall have precedence of all other attachments and claims.

Before such lien shall attach or be in force, such person shall have a just and legal claim for his services performed, or materials furnished, as aforesaid, and shall demand payment of the same of the owner, agent, contractor, or person in whose care such ship, vessel, or steamboat may be; and in case such person,

having a lien as aforesaid, shall demand more than is due to him, such owner, agent, contractor or person in whose care such ship, vessel, or steamboat may be, may tender or pay to such person the just and full amount due him for his labor or materials furnished as aforesaid, and fully and absolutely discharge such lien.

When any contract or agreement shall hereafter be made, whether in writing or not, for erecting, repairing, or altering any house or other building in this State, or for furnishing labor or materials for the purposes aforesaid, the person proceeding in pursuance of such contract or agreement shall have a lien to secure the payment of the same upon such house or building, and the lot of land on which the same stands; and the lien hereby created shall continue in force for the space of three months from the time when payment shall become due for the work, labor, or materials furnished as aforesaid: Provided, however, that no lien shall attach thereto until the person claiming the lien shall have filed and caused to be recorded, in the town clerk's office of the town where such house or other building is situated, a written memorandum, by him signed, asserting such claim, which shall be sufficient to charge such real estate with such lien agreeably to the provisions of this chapter.

Within three months after payment shall become due to him under such contract, such person may commence his action for the same, and cause said house or other building to be attached thereon in due course of law; and if he shall obtain judgment in the suit so instituted, the record of such judgment shall embrace a brief statement of the contract upon which the same was founded: and the plaintiff may, within five months after the date of such judgment, cause a certified copy of the record of such judgment to be recorded in the town clerk's office of the town where such house or other building is situated; and such house or other building shall be thereupon holden for the amount due upon such judgment, together with the costs of the copy of the record of the judgment and recording, in the same manner as if it had been mortgaged for the payment of the same, from the time the copy of the contract and declaration were lodged in the town clerk's office as herein provided; and the plaintiff shall have the same remedy to obtain possession, and to foreclose the defendant's equity of redemption, and perfect his own title, as in case of a mortgage.

Machinery attached to or used in any shop, mill, printing office, or factory, may be hereafter mortgaged by deed, executed, acknowledged, and recorded in the same manner as deeds of real estate; and when so executed, acknowledged, and recorded, shall have the same effect.

Mortgages of such machinery may be assigned, discharged,

or foreclosed in the same manner as is provided by law for the assignment, discharge, or foreclosure of mortgages of real estate.

MASSACHUSETTS.—Any person furnishing labor or materials for constructing, repairing, altering or equipping any vessel, shall have a lien therefor upon the same, and such lien shall take precedence of all other liens except mariners' wages. When, however, the vessel departs from the port where the debt was contracted, to some other port within the State, such debt shall cease to be lien at the expiration of twenty days from her departure; and in all cases such debts shall cease to be a lien after the vessel shall have arrived at any port out of the State.

Any person who shall actually perform labor in erecting, altering or repairing any building or structure upon real estate, or shall furnish materials actually used for the same, by virtue of any agreement with, or consent of the owner thereof, or other person having authority or acting for such owner to procure labor or furnish materials in his behalf, shall have a lien upon such building or structure, and upon the interest of the owner of the building and structure, in the lot of land upon which the same is situated, to secure the payment of the amount due to him for such labor or materials. Such lien shall be dissolved unless the person who may desire to avail himself thereof shall, within *thirty days* after he shall cease to labor on, or furnish materials for such building or structure, file in the office of the clerk of the city or town in which the same is situated, a statement of a just and true account of the amount due to him, with all just credits given, together with a description of the property intended to be covered by the lien, sufficiently accurate for identification, with the name of the owner or owners of the property, if known, which certificate shall be subscribed and sworn to by the person claiming the lien, or by some one in his behalf. Such lien shall be dissolved at the expiration of *ninety-days* from the day it is recorded, unless suit shall have been commenced within that time for the amount of the debt.

In a case where a number of persons have performed labor on a vessel or building, they may all join in the same petition for their respective liens, and the same proceedings shall be had in regard to the rights of each as if he had petitioned for his individual lien.

Such liens may be enforced by a petition to the Superior Court for the county where the property to which the lien attaches is situate.

When the amount of the claim does not exceed one hundred dollars, the lien may be enforced by petition to a justice of the peace or police court; and such justices and courts shall have

like power and authority within their jurisdiction as are herein conferred upon the Superior Court, with like rights of appeal to the parties as exist in other civil cases.

Whether filed as a petition, or inserted in a summons, the petition shall contain a brief statement of the contract on which it is founded, and of the amount due thereon, with a description of the premises subject to a lien, and all other material facts and circumstances; and shall pray that the premises may be sold, and the proceeds of the sale be applied to the discharge of the demand.

RHODE ISLAND.—Any person furnishing labor or materials for constructing, altering or repairing, on written contract with the owner or his agent, any building, canal, turnpike, railroad or other improvement, shall have therefor a lien, which shall take precedence of all subsequent liens; the building, or other improvement, as the case may be, and the land on which it is situate, standing pledged for the debt for the term of four months from the completion of the work, when it shall cease. unless legal action be previously taken to enforce payment of the debt. Persons performing labor on such building, or other improvement, can have no lien upon the same, unless he shall, within thirty days after commencing the work, give notice in writing to the owner of the property that he has commenced the work, and that he designs to claim the benefit of the lien created by this act. But this lien will cease at the expiration of four months from the serving of such notice, unless legal action shall be previously taken to enforce the payment of the claim.

All steam engines in all their parts, and all boilers, kettles or vats made of iron, copper, wood or other materials, whether set in brick or stone, or not so set; and all water-wheels, gearing or shafting, in any mill or building, and there used or intended to be used; and all steam-pipes, gas-pipes, and water-pipes, cocks and eave-troughs made of copper or other metal, attached tc any mill or other building, shall, for all the purposes of lien, be considered and treated as parts of such mill or other building.

CONNECTICUT.—Any person furnishing labor or materials for the construction of any building, alterations or repairs, exceeding the sum of twenty-five dollars, shall have a lien on such building, and on the land on which it is situate; and such lien shall take precedence of all subsequent liens, and the premises so held shall be liable to foreclosure by such person, as if held by a mortgage. Such lien may remain for sixty days, when it shall cease, unless the person holding it shall previously have lodged with the town clerk a written certificate of the amount of his claim, the date of the commencement of the same, and an intelligible description of the premises against which it is

held, the same being subscribed and sworn to as the amount justly due, as nearly as the same can be ascertained. This certificate shall be recorded by the Town Clerk with deeds of land. This lien is good against all subsequent claims by other parties.

NEW YORK.—*On Vessels.*—Whenever a debt, amounting to fifty dollars or upwards, as to a sea-going or ocean-bound vessel, or amounting to fifteen dollars or upwards, as to any other vessel, shall be contracted by the master, owner, charterer, builder, or consignee, of any ship or vessel, or the agent of either of them, within this State, for either of the following purposes:

1st, On account of work done, or materials, or other articles furnished in this State, for or towards the building, repairing, fitting, furnishing, or equipping such ship or vessel.

2d, For such provisions and stores furnished within this State, as may be fit and proper for the use of such vessel, at the time when the same were furnished.

3d, On account of the wharfage and expenses of keeping such vessel in port, including the expense incurred in employing persons to watch her.

4th, On account of loading or unloading, or for advances made for the purpose of procuring necessaries for such ship or vessel, or for the insurance thereof.

5th, Or whenever a debt amounting to twenty-five dollars or upwards shall be contracted as aforesaid, within this State, on account of the towing or piloting such vessel, or on account of the insurance or premiums of insurance of or on such vessel, or her freight,—such debt shall be a lien upon such vessel, her tackle, apparel, and furniture, and shall be preferred to all other liens thereon, except mariner's wages.

Such debt shall cease to be a lien at the expiration of six months after the said debt was contracted, unless at the time when said six months shall expire such ship or vessel shall be absent from the port at which such debt was contracted, in which case the said lien shall continue until the expiration of ten days after such ship or vessel shall next return to said port; and in all cases such debt shall cease to be a lien upon such ship or vessel, whenever such ship or vessel shall leave the port at which such debt was contracted, unless the person having such lien shall, within twelve days after such departure, cause to be drawn up and filed specifications of such lien, which may consist either of a bill of particulars of the demand, or a copy of any written contract under which the work may be done, with a statement of the amount claimed to be due from such vessel, the correctness of which shall be sworn to by such person, his legal representative, agent, or assigns.

The above section, it was ordered by an amendment passed May 4th, 1863, shall not apply to vessels navigating the western and northwestern lakes, or either or any of them. Any debt contracted by the master, owner, charterer, builder, or consignee of any ship

or vessel navigating such lakes, or either of them, shall cease to be a lien at the expiration of six months after the first of January next succeeding the time such debt shall have been contracted, unless during the said six months, such ship or vessel shall be absent from the port at which such debt was contracted, in which case the said lien shall continue until the expiration of ten days after such ship or vessel shall next return to said port. In all cases such debt shall cease to be a lien upon such ship or vessel, unless the person having such debt shall, by the first Tuesday of February next succeeding the time such debt shall have been contracted, cause to be drawn up, verified, and filed, specifications of such debt, in the form and comprising the statements prescribed as aforesaid.

Such specifications shall be filed in the office of the clerk of the county in which such debt shall have been contracted, except that when such debt shall have been contracted in either of the counties of New York, Kings, or Queens, such specifications shall be filed in the office of the clerk of the city and county of New York.

Any person having a lien upon any ship or vessel for any debt contracted for any of the purposes hereinbefore specified, may make application to any officer authorized by law to perform the duties of a justice of the Supreme Court at chambers in the county within which such ship or vessel shall then be, for a warrant to enforce the said lien, and to collect the amount thereof. Such application shall be made in writing, and shall exhibit and specify:

1st, By whom and when such debt was contracted, and for what ship or vessel; 2d, The items composing such debt; 3d, The amount claimed, and that the same is justly due to the person in whose behalf the application is made, over and above all payments and just deductions; 4th, Any assignment or transfer of such debt, if any such has taken place since the same was contracted; 5th, When and where the specification of such debt was filed. Such application shall be verified by the affidavit of the creditor, or of the person making the application, or of his or their agent in that behalf.

The officer to whom such application shall be made, shall thereupon issue a warrant to the sheriff, specifying the amount of the claim, and the names of the persons making such claim, and commanding him to attach, seize, and safely keep said ship or vessel, her tackle, apparel, and furniture, to satisfy such claim, if established, to be a lien upon such vessel, according to law, and to make return of his proceedings under such warrant to the officer who issued the same, within ten days after such seizure.

The person applying for such warrant, after giving the necessary undertaking required by law, shall, within three days after the issuing thereof, cause a notice to be published once in each week for four successive weeks in some newspaper published in the county in which such vessel may then be, or, if no newspaper be so published in such

county, then in the nearest county in which a newspaper shall be so published, setting forth that such warrant has been issued, the amount of the claim specified therein, and that such vessel will be sold for the payment of the claims against her, unless the master, owner, or consignee thereof, or some person interested therein, appear and discharge such warrant according to law, within thirty days from the first publication of such notice.

On Buildings.—Any person furnishing labor or materials for constructing, altering, or repairing any building, shall have a lien therefor to the value of the sum agreed to upon the same, to the extent of the right, title, and interest in, of, and to the same, by the party employing him; provided the person furnishing such labor or materials shall, within thirty days after the performance and completion of such labor, or the final furnishing of such materials, cause to be drawn up and deposit in the hands of the county clerk of the town where the property is located, specifications of the work contracted to be performed, or materials to be furnished, and stating the price or prices agreed to be paid therefor, the name of the owner of the building, and the situation of the building by street and number, if the street be known.

This lien shall take effect from the time of depositing the same in the office of the county clerk, and shall continue in force for the term of twelve months.

Any contractor, sub-contractor, or laborer performing any work, or assignee thereof, and any resident of said county furnishing any materials as above provided, may, after such labor has been performed, or materials furnished, and the service of the notice required above, bring an action in the Superior Court in the county in which the property is situated, or in the county court of said county, when the amount exceeds fifty dollars, to enforce said lien, which said action shall be commenced by serving a notice containing a statement of the facts constituting the claim, and the amount thereof, on the owner of the property, or his agent, requiring the said owner to appear in person or by attorney within thirty days after such service, and answer the same, and serve a copy of such answer, together with a notice of any set-off that he may have on the claimant or his attorney; or in default thereof, that the claimant will take judgment against the said owner for the amount claimed to be due for the labor performed or the materials furnished, with interest thereon and costs; and for the purpose of more effectually transacting the business contemplated by this act, said Supreme Court and County Court shall be deemed to be always open.

Within thirty days after the service of such notice and bill of particulars, the defendant shall personally serve the claimant or his attorney with a copy of his answer and notice of set-off, if any he has, duly verified by the oath of the owner, his agent, or contractor,

to the effect that the same is in all respects true, or his default may be entered and judgment taken and enforced.

When the amount of the lien claimed is for one hundred dollars or under, the claimant may commence such action in a Justice's Court of the town in which the building is located, by serving a notice upon the owner or his agent any where within this State, requiring such owner to appear before a justice of the town in which the property is situated, which said notice shall contain a statement of the facts constituting the claim, and the amount thereof, and shall require such owner to appear before said justice in person or by attorney at a time certain, not less than thirty days after such service, and answer the same, or in default thereof, that the claimant will take judgment against such owner for the amount so claimed to be due, with interest thereon and costs.

Any laborer performing such labor for a contractor may, within thirty days after such labor has been performed, and claiming to have a lien therefor, produce and deliver to the owner or his agent a statement in writing, signed by himself and the said contractor, specifying how much is due to such person for such labor done; or in default of so doing, shall take the necessary proceedings against such contractor to procure a settlement of the amount due. The amount so ascertained to be due shall be paid by the owner, and the same shall be deemed to be a payment by the owner on the contract made with such owner or his agent.

In the City of New York, any person or persons who shall hereafter, as contractor, laborer, workman, merchant, or trader, in pursuance of, or in conformity with, the terms of any contract with or employment by the owner, or by or in accordance with the directions of the owner or his agent, perform any labor or furnish any materials towards the erection of, or in altering, improving or repairing of any building or buildings, or the appurtenances thereto, shall have a lien for the value of such labor and materials, or either, upon such house and the appurtenances and lot on which the same shall stand, to the full value of such claim or demand, and to the extent of the right, title, and interest then existing of the owner of said premises in favor of every person or persons who shall be employed by any owner, contractor, sub-contractor, jobber, or master workman in manner aforesaid, and *notwithstanding any sale, transfer or incumbrance made or incurred at any time after the commencement of the work or furnishing materials;* provided that at any time before the whole work is completed, or within three months after the work is done or the materials furnished, for which a lien is sought, if the work is then finished or abandoned, any claimant file with the county clerk a notice, stating the residence of the claimant, verified by his oath or affirmation, stating the amount claimed, from whom, and to whom

due, with a brief description of the premises, by street, number, or a diagram of boundary, or by a reference to maps open to the public, so as to furnish information to persons examining titles, and the supposed owner, although *no error in the owner's name shall impair the validity of the lien.* The clerk shall enter in a lien docket the name and residence of the claimant, the person against whom claimed, the amount, and the date of filing, the street and particular place where located, and he shall receive ten cents on filing the same. He shall also enter on this docket a notice that a suit is commenced thereon, upon a notice of that fact and affidavit of service being filed with him, for which he shall receive five cents. The county clerk shall make searches for such liens on being furnished with a proper description of any property and without reference to the individuals against whom the lien is filed, his fees to be five cents per year for the time embraced in said search.

Any person or persons having filed a notice of lien, may, in ten days thereafter, institute a proceeding to enforce or foreclose the lien, and any owner or other person interested may also commence such proceedings, and every person or persons who have filed liens shall be parties to and have notice of the said proceedings, and before final judgment, shall be notified to appear and join in the said proceedings, such notice to be served at least five days before the entering of said judgment. Where the aggregate of liens shall be less than five hundred dollars the said proceedings may be had before any court in the said city, and where they exceed that sum, when the proceedings are commenced, the action shall be conducted in a court of record having equity jurisdiction, and none of the courts in the said city shall be deprived of jurisdiction by reason of the residence of any parties elsewhere, and service of process in such actions may be by publication as to any of the parties not residing in this State, or who may have removed therefrom.

Liens shall in all cases cease after one year, unless by order of court the lien is continued and a new docket made stating such fact without a discharge of the lien.

All former acts giving liens in the City of New York to mechanics and others erecting buildings in the City of New York are repealed, except so far as may be necessary to carry into effect liens acquired before this act takes effect, and any person or persons performing work or furnishing materials under any contract made prior to July first, eighteen hundred and sixty-three, may thereafter acquire a lien therefor pursuant to the provisions of this act.

No transfer or assignment of his interest in the contract by the contractors shall be valid as against parties entitled to file liens under said contract against said contractor.

For the purposes of this act, any person or persons who may have sold or disposed of his or their lands upon an executory contract of purchase contingent upon the erection of buildings thereon shall be deemed the owner and his vendee the contractor, and said owner shall in all respects be subject to the provisions of this act.

This act shall take effect on the first day of July, eighteen hundred and sixty-three.

In the counties of Kings and Queens.

Any person who shall perform any labor or furnish materials in building, altering or repairing any house, building or other improvement upon lands or appurtenances to such house or building, by virtue of any contract with the owner thereof, or his agent, or with any contractor or sub-contractor, or any person permitted by the owner of such lands to build, repair, alter, or improve as aforesaid, within the counties of Kings or Queens, shall have a lien therefor to the value of the sum agreed to upon the same, to the extent of the right, title, and interest at that time existing, of such owner; provided that within three months after the performance of such labor, or the furnishing of such materials, the contractor, sub-contractor, laborer, person furnishing materials, or other claimant, shall serve a notice in writing upon the county clerk of the county or counties aforesaid, in which the land and premises, or any portion thereof, may be situated, specifying the amount of the claim and the person against whom the claim is made, the name of the owner of the building, and the situation of the building by its street and number, if the number be known. The said county clerk shall enter the particulars of such notice in a book to be kept in his office, to be called "the lien docket." A fee of ten cents shall be paid to the county clerk on filing such lien. A copy of said notice shall be served on said owner by delivering the same personally, when possible, or if he be out of this State by delivering the same to his agent personally; and after such service such owner shall not be protected in any payments made by him to such contractor or other claimant in this section specified.

Every lien created under this act shall continue until the expiration of one year from the creation thereof, and until judgment rendered in any proceedings for the enforcement thereof.

Any claimant, under or by virtue of any such lien or any such notice, may, after such labor has been performed or materials furnished, and after the filing of such notice, enforce or bring to a close such lien, by a civil action in a court of record in the

city or county in which such lands or any portion of them may be situated, at a certain date within thirty days of the service of such notice, and submit to a settlement in such court of the amount claimed to be due.

When the action or proceedings are commenced by a person having a claim against a contractor, with the owner, or against a sub-contractor with the contractor or other sub-contractor, such contractor or sub-contractor may be made a defendant with such owner, and judgment may be rendered against the contractor or sub-contractor for the amount which shall be found owing by him, in addition to the judgment herein before provided for against such owner, and the court may award costs against such of the parties as shall be just.

The lien laws passed in eighteen hundred and fifty-three and eighteen hundred and fifty-eight are now repealed.

NEW JERSEY.—Any person furnishing labor or materials for constructing, altering or repairing any building, has a lien therefor upon the same. To render this lien valid, such person must draw up specifications of the work contracted to be performed or materials to be furnished, and stating the price or prices agreed to be paid therefor, and file them, or, if there be a written contract, a true copy thereof, in the office of the County Clerk, and serve a notice thereof personally on such owner or his agent within fifteen days after making such contract, or after furnishing such labor or materials. The lien takes effect from the time of filing such specification and the service of the notice, and remains in force for two months after the completion of the building; previous to the expiration of which term the lienholder must commence legal proceedings against the owner of the property to enforce payment of the claim. The lien holds the building and the lot on which the same may stand.

All fixtures for manufacturing purposes, shall be construed to include any building, erection or construction of whatever description attached or annexed, or intended to be attached or annexed to any land or tenement, and designed to be used in the building or repairing of vessels, whether the same be permanently attached to the freehold, or so built as to be removed from place to place, and only temporarily attached to the land, and whether the same be intended and designed for use on land or water.

When a contractor refuses to pay any workman employed by him to perform labor on such building, or on the grounds connected therewith, such workman may give a written notice of such refusal to the owner of the property, together with a statement of the amount due and demanded; on receipt of which notice the owner is authorized to pay the amount to the work-

man, and to retain the same out of the sum due the contractor. When a number of workmer thus present their claims to the owner, the aggregate of such claims must not exceed the amount of the contract. In case the owner should refuse to pay their claims, then the building may be sold for the same; but if the building should not sell for a sum sufficient to pay such claims, then the same shall be averaged, and each creditor be paid a sum proportional to his demand. Action preparatory to the sale must be instituted within one year from the time the work is done or the materials furnished.

PENNSYLVANIA.—Any person furnishing labor or materials for constructing, altering or repairing any building, has a lien therefor on the same, and also on the land for the purposes of the building. This lien takes precedence of all that may subsequently attach. To enforce it, a statement of the claim and of the agreement on which it is founded must be filed in the office of the Prothonotary (Clerk) of the Court of Common Pleas, in the county where the property is situate. If this statement be not so filed, the lien will continue only six months. If it be filed, the lien will remain in force five years from the date of such filing, when it may be renewed by giving the owner notice of the lien-holder's intention to make an application to that effect.

All ships, steamboats or vessels navigating the rivers Alleghany, Monongahela or Ohio, in this State, shall be liable and subject to a lien in the following cases:

First. For all the wages due to hands or persons employed on board such ships, steam or other boats or vessels, for work done, or for services rendered on board or for the same.

Second. For all debts contracted for materials furnished, or work or labor done.

Third. For all bills, bonds, notes, or any other obligation of indebtedness, whether the same be signed and given on account of work or labor done, or materials furnished in the building, repairing, fittting, furnishing, equipping or insuring, or for sums due for wharfage or anchorage, such ships, steam or other boats or vessels as hereinbefore specified or enumerated: Provided, That the lien of the same shall continue in favor and to the benefit of all and every party or parties whomsoever, into whose hands the same may have passed by transfer, assignment or otherwise.

No more than three months' wages can be recovered in any suit upon a lien in the first class above specified, and the suit

must be commenced within sixty days after three months' wages shall have become due.

All suits upon liens in any other than the first class above enumerated, must be commenced within two years after the said materials are furnished, or work or labor done.

DELAWARE.—Any person furnishing labor or materials for constructing, altering or repairing any building, has a lien thereon to the agreed-upon amount of his claim. This lien takes precedence of all subsequent attachments. To enforce it, the lien-holder must notify the owner thereof of the sum claimed by him to be due, and also of his intention to claim the benefit of such lien. The owner is authorized, on proof of the correctness of the claim, to pay the amount, and to deduct the same from what is due by him to the contractor.

MARYLAND.—Any person furnishing labor or materials for constructing, altering or repairing a building, has a lien therefor upon the same, and also takes the land necessarily connected therewith. This lien takes precedence of all others that may subsequently attach. It may be enforced by serving, or causing to be served on the owner of the property or his legal representative, within thirty days after the performance of such labor or furnishing such materials, a specification of the work done or the materials furnished, and stating the price or prices agreed to be paid therefor, together with a notice of his intention to claim the benefit of such lien. If a copy of this statement be filed in the Clerk's office of the county, the lien takes effect from the time of such filing, and remains in force the term of six months, when it expires, unless legal action is previously instituted to secure the collection of the debt.

[☞ This law applies only to Baltimore and a few other counties. Lien laws have been enacted for the other counties, but they are changed so frequently, that to insert any or all of them would be useless, and most probably prove a source of loss to those who should place any reliance upon them in case of actions.]

VIRGINIA.—Any person furnishing labor or materials for the construction of a building has a lien therefor, both on building and the land connected therewith. This lien is lost at the expiration of six months, if the lien-holder fails to commence an action for the amount of the claim previous to the end of such term. If the necessary action be commenced, and the lien be established, the court is authorized to order a sale of the owner's interest in the house and land to satisfy the claim of the contractor.

NORTH CAROLINA.—Any person constructing, altering or repairing any building under a written contract, signed in the presence of two attesting witnesses, shall, upon filing such contract in a

court of record, have a legal lien upon such building for the term of three years after the term of such filing. But such lien will not impair or take precedence of any prior lien, nor remain in force longer than the time specified, unless process shall be previously taken to enforce payment of the debt.

South Carolina.—Any person constructing, altering, repairing or furnishing materials for any building, shall have a lien therefor on the same. But an agreement, specifying the particulars of the work to be done or the materials to be furnished, and a general description of the premises, and signed by the parties to the contract and the owner of the property, in the presence of one or more attesting witnesses, must be filed in the office of the Register of mesne conveyances for the district in which the property is situate. The lien is in force for the term of three years from the filing of such statement.

Georgia.—All persons furnishing wood, provisions, labor or materials for the construction of vessels of any kind, shall have a lien therefor on the same, if they institute legal proceedings for the collection of their claims any time within twelve months after their claims are due.

Any person constructing, altering, or repairing any building, shall have a lien therefor on the same, if he, any time within three months of the completion of the building, shall file a bill of particulars of his claim in the Clerk's office of the county where the property is situate. To enforce his lien, he must institute a suit against the owner of the property for the amount of his claim, within twelve months from the time the debt is due.

Any machinist who may furnish or put up, in any county in this State, any steam mill or other machinery, or who may repair the same, shall be entitled to the same lien on such machinery and the premises, to which the same may be attached, and may enforce such lien in the same manner, and with like benefits, privileges and restrictions, as is extended to masons and carpenters.

Texas.—Any person furnishing labor or materials for constructing, altering, or repairing of any building, shall have a lien therefor, of the nature of a mortgage, on the same, and also on the land on which the building shall stand, until the amount due for such services or materials shall be fully paid. The contract for such labor or materials, or a true copy thereof, must be recorded in the Clerk's office of the county where the property is situate, within thirty days after such contract is made.

Any person performing labor on such building, or the grounds necessarily connected therewith, for a delinquent contractor, may present an attested statement of the value of such labor to the owner of the property, who is authorized by statute to pay the

amount, and to deduct the same from what may be due the contractor. [Incorporated cities are exempt from the operation of this law.]

FLORIDA.—Any person furnishing labor or materials for constructing, altering, or repairing a building, shall have a lien upon the same until the amount agreed upon by the parties is fully paid. To enforce the claim, it is necessary to file in the Clerk's office of the Circuit Court of the county in which the property is situate, and within six months after the work has been performed, or the materials furnished, a true account of what is due him after all credits, and verify it by his own oath, or that of some other person, and also record at the same time a correct description of the property charged with such lien. The necessary land connected with the building shall also be subject to said lien. Laborers also have each a lien upon such building and land, to the agreed-upon amount of their respective demands.

All persons furnishing materials for constructing, or stores for provisioning, or performing labor or service of any kind upon any kind of vessel, shall have a lien therefor on the same; which lien shall take precedence of all others, provided suit is brought to enforce the same within twenty days from the time when such lien accrued.

ALABAMA.—Any person who shall furnish labor, materials, or stores for any vessel, by order of the master or captain of the same, shall have a lien on such vessel for the same. To enforce this lien, the party must institute an action against the vessel for the amount of his claim, within thirty days from the time when the lien accrued.

Any person contracting to put up any building, shall have a lien upon such building, and on the land connected therewith, until the amount specified in the contract is fully paid. To enforce such lien, the contract, or an attested copy thereof, must be recorded in the office of the Clerk of the County Court, within thirty days after the completion of the building.

MISSISSIPPI.—Any person furnishing labor or materials for constructing, altering, or repairing any building, on written contract, shall have a lien therefor upon the same. To enforce such lien, he must have the contract, or a true copy thereof, recorded in the Clerk's office of the Court of Probates of the county. Where there is no written contract, and the claim is held for labor performed, or materials furnished by order of the contractor, then the party so laboring on such building, or furnishing materials for the same, shall, within thirty days after commencing such labor, or furnishing such materials, serve on the owner of the property a statement or bill of particulars of his claim. To enforce the lien,

an action for the recovery of the claim must be instituted within six months from the time the lien accrues.

LOUISIANA.—Any person laboring, furnishing labor, or supplying materials for constructing, altering, or repairing any building, has a lien therefor on the same. If the claim is over five hundred dollars, and founded on a written contract, the latter, or an attested copy thereof, must be filed in the Clerk's office of the parish (county) where the property is situate, within thirty days after the date of such contract. If the claim be less than five hundred dollars, and is not founded on labor done, or materials furnished, on a written contract, the lien is equally good, but only for six months, when it becomes lost unless the holder shall have previously commenced an action for the recovery of his claim. If, however, the order for the labor or materials is from the contractor, and he—the contractor—shall have been paid by the owner according to contract, then no action for the recovery of the debt can be instituted against the owner, who has already paid. But if the owner shall not have paid the contractor, then the moneys due the contractor may be seized for the benefit of the lien-holders.

Workmen on any vessel have a lien for all moneys due them for labor on the same, whether the order for such labor is in writing or not; but such lien is lost if they allow the vessel to leave port without enforcing the lien by an action. All claims and contracts for labor or materials furnished must, to enforce a lien, be filed in the office of the Recorder of Mortgages.

ARKANSAS.—Any person laboring, or furnishing labor or materials for constructing, altering, or repairing any building, to the amount of one hundred dollars, has a lien therefor upon the same. To legalize the lien, the lien-holder must file with the Clerk of the Circuit Court of the county where the property is situate, a correct, attested account of his claim, within three months after the labor performed and the materials furnished. The lien extends both to the building and the land connected therewith, provided such land does not exceed two acres. The lien will continue in force only one year after the completion of the building, unless an action be instituted to enforce it.

TENNESSEE.—Any person laboring, or furnishing labor or materials for constructing, altering, or repairing any building, or any machinist who may furnish or repair machinery, shall have a lien therefor upon the same, for the term of one year after the performance or furnishing of such labor or materials, and till the decision of any suit that may be instituted within that term, on account of such lien. To legalize such lien, however, a written notice of the lien-holder's claim, duly verified, must first be given

to the owner of the property, or his legal representative, at the time the work is begun, or the materials furnished.

Any person laboring on, or furnishing materials for constructing, altering, fitting, or repairing, or stores for provisioning, any vessel, shall have a lien therefor on the same. But to legalize such lien, the lien-holder must institute an action for the amount of his claim within three months from the time when the services are rendered, the materials furnished, or the stores supplied.

KENTUCKY.—The lien enactments of this State, like those of Maryland, are varied and incomplete, and permanent only in certain localities and counties. In the towns of Bowling-Green, Brandenburgh, Covington, Frankfort, Hickman, Lexington, Louisville, Maysville, Newport, Owensboro', Paducah, Russellville, and Smithland, and the counties of Calloway, Jefferson, and Marshall, any person laboring, or furnishing materials for constructing, altering, or repairing any building, has a lien therefor upon the same, and on the land necessarily connected therewith. To render the lien binding, however, he must file the particulars and amount of his claim, and also an intelligible description of the property, and its location, in the Clerk's office of the county where the same is situate, within six months from the time when such labor is performed or furnished, or such materials furnished. In Paducah, and some other of the above-named towns, the lien may be enforced by instituting a suit for the amount of the claim, any time within twelve months.

OHIO.—Any person laboring on, or furnishing labor or materials for constructing, altering, or repairing any building, shall have a lien therefor on the same, and on the land necessarily connected therewith. To bind the lien, he, within four months from the performance of such labor, or delivery of such materials, must deliver to the owner of the building an attested statement of the particulars of the claim remaining unpaid; whereupon, if the account be that of a mechanic or laborer, the owner is authorized to pay the amount, and to deduct the same from what may be owing by him to the contractor. Should the owner fail or refuse to pay the account, or should the statement be that of a contractor or sub-contractor, the correctness of the claim, and the fact of the refusal or failure of the owner to pay it, must be sworn to before a magistrate, and the account and affidavits then filed in the office of the Recorder of the county, when the lien shall remain upon the said building and land for the term of two years from the commencement of such labor, or the furnishing of such labor or materials. Any suit brought within said two years will continue said lien till the rendering of judgment.

All steamboats and other water crafts, of twenty tons burden and upwards, navigating the waters within or bordering upon this State, shall be liable, and such liability shall be a lien thereon, for all debts contracted on account thereof, by the master, owner, steward, consignee or other agent, for materials, supplies, or labor in the building, repairing, furnishing or equipping the same, or for insurance, or due for wharfage, and also for damages arising out of any contract for the transportation of goods or persons, or for injuries done to persons or property by such craft, or for any damages or injury done by the captain, mate, or other officers thereof, or by any person under the order or sanction of either of them to any person who may be a passenger or hand on such steamboat or other water craft at the time of the infliction of such damage or injury.

MICHIGAN.—Any person furnishing labor or materials for constructing, altering, or repairing any building, shall have a lien therefor on the same when such labor is done, or the materials furnished, under a written contract, signed by the owner or his agent, and the contract recorded in the Clerk's office of the county where the property is situate. The lien ceases at the expiration of six months, unless a suit shall previously be commenced to enforce it.

INDIANA.—Any person laboring, or furnishing labor or materials for constructing, altering, or repairing any building, shall have a lien therefor upon the same. Any sub-contractor or laborer may notify the owner of the property of their claim, whereupon the owner shall become liable for the same, provided he, at the time of receiving such notice, shall be indebted to the contractor to that amount; if not, then to the amount to which he is indebted to the contractor. After the service of such notice upon the owner, and sixty days subsequent to the completion of the building, alteration, or repairs, or the furnishing of the supplies, the lien-holder must file a notice of his intention to claim the benefit of the lien on said property, together with a bill of particulars of the debt, in the Recorder's office of the county in which the property lies.

Any person laboring on, or furnishing labor or materials for constructing, altering, or repairing, or stores for provisioning, or wood or coal for fuel, for any vessel, shall have a lien therefor, on the same; and such lien shall take precedence of all subsequent claims whatsoever, except mariners' wages.

ILLINOIS.—Any person laboring on, or furnishing labor or materials for constructing, repairing, or altering any building,

shall have a lien therefor on the same, and on the lot or tract of land on which the building shall stand. To bind such lien, a suit must be instituted within six months from the date when the last payment is due. Landlords have a lien also on all crops of a tenant, whether such crops be already grown, or in course of growth, for unpaid rent.

MISSOURI.—Sec. 1. Every mechanic or other person who shall do or perform any work or labor upon, or furnish any materials, fixtures, engine, boiler or machinery for any building, erection or improvements upon land, or for repairing the same, under or by virtue of any contract with the owner or proprietor thereof, or his agent, trustee, contractor or sub-contractor, upon complying with the provisions of this chapter, shall have, for his work or labor done, or materials, fixtures, engine, boiler or machinery furnished, a lien upon such building, erection or improvements, and upon the land belonging to such owner or proprietor on which the same are situated, to the extent of one acre; or, if such building, erection or improvement be upon any lot of land in any town, city or village, then such lien shall be upon such building, erection or improvements, and the lot or land upon which the same are situated, to secure the payment for such work or labor done, or materials, fixtures, engine, boiler or machinery furnished, as aforesaid.

Sec. 2. The entire land, to the extent aforesaid, upon which any such building, erection or other improvement is situated, including as well that part of said land which is not covered with such building, erection or other improvement, as that part thereof which is covered with the same, shall be subject to all liens created by this chapter, to the extent, and only to the extent of all the right, title and interest owned therein by the owner or proprietor of such building, erection or other improvement, for whose immediate use or benefit the labor was done or things were furnished.

Sec. 3. The lien for the things aforesaid, or work, shall attach to the buildings, erections or improvements for which they furnished or the work was done, in preference to any prior lien, or incumbrance, or mortgage, upon the land upon which such buildings, erections, improvements or machinery have been erected or put; and any person enforcing such lien may have such building, erection or improvement sold under execution and the purchaser may remove the same within a reasonable time thereafter.

Sec. 4. Every building or other improvement erected, or materials furnished, according to the provisions of this chapter, on leased lots or lands, shall be held for the debt contracted for or on account of the same, and also the leasehold term for such lot and land on which the same is erected; and, in case the lessee

shall have forfeited his lease, the purchaser of the building and leasehold term, or so much thereof as remains unexpired, under the provisions of this chapter, shall be held to be the assignee of such leasehold term, and as such shall be entitled to pay up to the lessor all arrears of rent or other money, interest and costs due under said lease, unless the lessor shall have regained possession of the leasehold land, or obtained judgment for the possession thereof, on account of the non-compliance by the lessee with the terms of the lease, prior to the commencement of the improvements therein; in which case the purchaser of the improvements, under this chapter, shall have the right only to remove the improvements, within sixty days after he shall purchase the same, and the owner of the ground shall receive the rent due him, payable out of the proceeds of the sale, according to the terms of the lease, down to the time of removing the building.

Sec. 5. And it shall be the duty of every original contractor, within six months, and every journeyman and day-laborer, within thirty days, and of every other person seeking to obtain the benefit of the provisions of this chapter, within four months after the indebtedness shall have accrued, to file with the clerk of the circuit court of the proper county a just and true account of the demand due him or them, after all just credits have been given, which is to be a lien upon such building or other improvements, and a true description of the property, or so near as to identify the same, upon which the lien is intended to apply, with the name of the owner or contractor, or both, if known to the person filing the lien, which shall in all cases be verified by the oath of himself, or some credible person for him.

Sec. 6. It it shall be the duty of the clerk of the circuit court to indorse upon every account the date of its filing, and make an abstract thereof in a book by him to be kept for that purpose, and properly indorsed and indexed, containing the date of its filing, the name of the person seeking to enforce the lien, the amount claimed, the name of the person against whose property the lien is filed, and a description of the property charged with the same, for all of which the clerk shall receive, as full compensation, the sum of one dollar from the person filing the account or seeking to enforce the lien, which shall be taxed and collected as other costs, in case there should be an action brought thereon.

Sec. 7. The lien for work and materials, as aforesaid, shall be preferred to all other incumbrances which may be attached to or upon such buildings, bridges or other improvements, or the ground, or either of them, subsequent to the commencement of such buildings or improvements.

Iowa.—Any person furnishing labor or materials for construct ing, altering, or repairing any building, by agreement with the

owner thereof, or with the lessee of the land with the owner's knowledge and consent, shall have a lien therefor upon the same, and also upon so much of the land necessarily connected therewith as cannot be sold so as to avoid such lien. Suit must be instituted for the amount of the lien within twelve months from the time of payment specified in the contract. If the suit be brought in the District Court, it must be by bill or petition, describing the nature and particulars of the contract, and the character and location of the property. The execution in a suit of this kind must levy only upon the property specified, as no other property of defendant is liable for the payment of such judgment. By a law of the State, miners have a lien upon a sufficient quantity of mineral to pay any just demand for labor performed upon it.

WISCONSIN.—Any person laboring on, or furnishing materials for constructing, repairing, or altering any building, or upon all machinery put up or repaired, shall have a lien upon the same, and also upon the land attached thereto, for the term of twelve months, provided such land shall not exceed forty acres, or if within the limits of any city, town, or village plot, one acre; and such lien shall have precedence of all other liens subsequent to the construction, alteration, or repairing of such building. Subcontractors are required to notify the owner within thirty days after performing such labor or furnishing such materials to said owner, or their lien upon the same will be lost.

Any person or persons who shall furnish, at the request of the owner thereof, materials, or do any work, in filling up any water lot, or in erecting or constructing any wharf or other permanent fixture thereon, or in dredging out the channel in front of such lots, under contract with the owner thereof, shall be entitled to enforce a lien therefor.

Any mechanic or artisan who shall make, alter, or repair any article of personal property at the request of the owner, shall have a lien thereon for his just and reasonable charges for his work done and materials furnished, and he may retain the same in his possession until such charges shall be paid; and if not paid at the end of six months after the work is done, he may proceed to sell the property at public auction, by giving three weeks' public notice of such sale in some newspaper published in the county in which the work may be done; and the proceeds of said sale shall be applied first to the discharge of such lien and the expenses of selling such property, and the remainder, if any, shall be paid over to the owner thereof.

CALIFORNIA.—Any person performing or furnishing labor or materials for constructing, altering, or repairing any wharf or building, shall have a lien therefor upon the same. Sub-contrac-

tors, mechanics, and laborers must notify the owner or owners in writing of the particulars of their claims, and that they hold said owner or owners liable for the same; and the owner or owners are made responsible for such claims, provided said owner or owners are indebted to the employer to the stated amount; if not, then to the amount to which said owner or owners shall be indebted to the employer at the time of service of such notice. When this notice shall have been served, the sub-contractor, mechanic, or laborer shall present to his employer a copy of such notice for his endorsement. If the employer endorse, then the owner or owners shall pay the same, if the latter stand indebted to him to that amount; if not, then to the amount due to said employer at the time the notice was served. If the owner or owners fail to pay, the sub-contractor, mechanic, or laborer may, within thirty days after the service of the notice, commence a suit to enforce his lien. Should the employer refuse to endorse the claim, the sub-contractor, mechanic, or laborer shall lose his lien, unless he shall, within thirty days after the service of the notice, commence an action against the employer to establish the claim. If he obtain judgment against his employer, he shall lose his lien for the amount thereof, unless, within thirty days thereafter, he shall commence an action against the owner or owners for the amount of the judgment, if such amount be then due from the owner or owners to the employer; if not, then he shall file a notice of said claim and judgment in the Recorder's office of the county in which the property is situate, and shall commence his action against the owner or owners within thirty days after the money is due from the owner or owners to the employer. The owner or owners may set-off the amount of the judgment in any action brought against said owner or owners by the contractor or person otherwise entitled to recover the same under the contract. The land set out, at the time of the contract, for the use of the building, shall also be subject to the lien.

Any mechanic who shall make, alter, or repair any article of personal property, at the request of the owner or owners thereof, shall have a lien therefor upon the same, and may retain possession of the same till the price agreed upon for making, altering, or repairing such article shall be paid; and if not paid within two months, he may sell the same at public auction, after giving three weeks' notice by advertisement in some newspaper published in the county; if there be no newspaper, then by posting up notices of such sale in three of the most public places in the town where the article was made, altered, or repaired. The proceeds of such sale shall go, first, to the discharge of such lien, and the costs of keeping the same; and, secondly, the remainder, if any, shall be paid over to the owner or owners thereof.

California.—To secure a lien for any sum over $200, there must be a contract or memorandum in writing signed by the party sought to be charged. If by the contract between owner and principal, mechanic or contractor, payments are to be made in instalments, or at specified times, or when all work is done, the party seeking to secure his lien must notify the owner of his claim prior to the time when such payment would be due.

Minnesota.—Any person laboring on, or furnishing labor or materials for constructing, altering, or repairing, any dwelling-house or other building, shall have a lien upon the same, and also upon the land attached thereto, for the term of twelve months, provided such land shall not exceed forty acres; or if within the limits of any city, town, or village plot, one acre; and such lien shall have precedence of all other liens subsequent to the construction, alteration or repairing of such building. The debt for services or materials, as aforesaid, shall not remain a lien on such land or building, for a longer period than sixty days after the person performing such services, or furnishing such materials, has ceased so to do, unless he shall lodge with the Register of Deeds of the county in which said building is situated, a certificate in writing, describing the premises, the amount claimed as a lien thereon, and the date of the commencement of the claim, which certificate shall be recorded by the Register of Deeds. Nor shall the debt for services or material, as aforesaid, remain a lien on such land or building, for a longer period than one year after such certificate in writing has been so lodged with the Register of Deeds, unless an action for the recovery thereof be instituted within the said year. The plaintiff may, at any time after filing his certificate as above provided, serve a summons and notice on the defendant, and proceed to judgment as in other actions, but the lien hereby created shall cease to exist after the expiration of one year from the time the labor was performed, or the materials furnished, unless a summons be issued and served within that time.

Oregon.—Any person who shall, by virtue of any contract with the owner of any building, or with the agent of such owner, perform any labor upon, or furnish any materials, engine, or machinery for the construction or repairing of such building, shall, upon filing a notice in the Recorder's office of the county in which such building is situated, at any time within three months after the completion of such building or repairs, stating his intention to hold a lien upon such building for the amount due, or to become due, specifically setting forth such amount, and containing a description of the building upon which the labor was performed, or for which the materials, engine, and machinery were furnished, such lien shall cease to exist at the expiration of one year after the completion of the building or repairs, unless before that time

an action to enforce the same shall have been commenced in the district court of the county in which the premises are situated, by the person having such lien, against the owner with whom, or with whose agent, the contract was made, unless such claim be not due at the expiration of one year after such completion, in which case the action shall be commenced within three months after the same shall have become due. Such lien against any building shall also extend to the lot of ground upon which such building is erected, not exceeding one half of an acre in extent, if the land shall have been, at the time of erecting such building, the property of the person who shall have caused the same to be erected.

Every boat or vessel used in navigating the waters of this State and Territory, shall be liable and subject to a lien for wages due to persons employed, for work done or services rendered on board of such boat or vessel; for all debts contracted by the master owner, agent, or consignee thereof, on account of labor done, or materials furnished by mechanics, tradesmen or others, in the building, repairing, fitting out, furnishing, or equipping such boat or vessel, or on account of stores and supplies furnished for the use thereof; for all sums due for wharfage, anchorage, or towage of such boats or vessels; and such lien shall have precedence of all other liens and claims against such boat or vessel; all actions against a boat or vessel, shall be commenced within one year after the cause of action shall have accrued.

District of Columbia.—There is a conditional lien law on buildings in the city of Washington which enacts, that for all sums due and owing on written contracts, for the building of any house in the said city, or the brick work, or carpenter or joiners' work thereon, the undertaker or workmen employed by the person for whose use the house shall be built, shall have a lien on the house and the ground on which the same is erected, as well as for the materials found by him: provided the said written contract shall have been acknowledged before one of the Commissioners, a Justic of the Peace, or an alderman of the Corporation of Georgetown, and recorded in the office of the clerk for recording deeds, within six calendar months from the time of acknowledgment as aforesaid; and if within two years after the last of the work is done, he proceeds in equity, he shall have remedy as upon a mortgage, or if he proceeds at law within the same time he may have execution against the house and land, in whose hands soever the same may be; but this remedy shall be considered as additional only; nor shall, as to the land, take place of any legal incumbrance made prior to the commencement of such claim.

Nebraska.—Any person who shall perform any labor, or furnish any material or machinery, for the erection, reparation, or re

moval of any house, mill, manufactory, or other building, or appurtenance, by virtue of a contract or agreement, expressed or implied, with the owner thereof or his agent, shall have a lien to secure the payment of the same, upon such house, mill, manufactory, or other buildings or appurtenance, and the lot of land on which the same shall stand.

Any person or persons entitled to a lien under this act shall make an account in writing of the items of labor, skill, machinery and material furnished, or either of them, as the case may be, and after making oath thereto shall, within four months from the time of performing such labor and skill, or furnishing such machinery and material, file the same in the Recorder's office of the county in which such labor, skill and materials shall have been furnished, and when thus recorded, it shall, for two years after the completion of such labor, or the furnishing of such materials, operate as a lien on the several descriptions of structures and buildings, and the lots on which they stand.

WASHINGTON.—All mechanics, and all persons performing labor, or furnishing materials for the construction or repair of any building, may have a lien, separately or jointly, upon the building which they may have constructed or repaired, or upon any building, mill, or other manufactory, for which they may have furnished materials of any description, and on the interest of the owner in the lot or land on which it stands, to the extent of the value of any labor done, or materials furnished, or for both, when the amount shall exceed fifty dollars; such lien shall be filed in the Recorder's office of the county in which such building is situated, at any time within sixty days after the completion of such building or repairs; and such lien may remain in force, by filing a complaint in the District Court of the county, at any time within one year from the completion of the work, or furnishing materials; or, if a credit be given, from the expiration of the credit.

NEVADA.—*Buildings.*—All artisans, builders, mechanics, lumber merchants, and all other persons performing labor, or furnishing materials, to the amount of twenty-five dollars and upwards, for the construction or repairing of any building or superstructure, shall have a lien therefor upon the same, and also upon the land attached thereto; provided the person furnishing such labor or materials shall, within *sixty days* after the completion of such building, file in the County Clerk's Office of the county in which such building is situated, a just and true account of the demands due to him after deducting all proper credits and offsets, and shall verify such account by his own oath, or the oath of some other person, and shall also file at the same time a

correct description of the property to be charged with said lien. If such lien is claimed by a sub-contractor performing labor or furnishing materials, the account aforesaid shall be filed within *thirty days* after the work was done, or the materials were furnished by him, and within five days after the filing of said account as aforesaid, he shall serve a copy thereof on the owner of such building or superstructure, or the agent of such owner, if the latter reside out of the county in which the building is situated, by delivering the same to him personally, or by leaving it at his usual place of residence. If such owner do not reside within the county, and have no agent therein, service of the copy aforesaid may be made by posting the same in a conspicuous place on the building or superstructure to be charged with such lien.

Every sub-contractor, journeyman, laborer, or other person performing labor, or furnishing materials, shall have a valid lien upon the building or superstructure on which such labor was performed, and for which such materials were furnished, regardless of the claims of the contractor against the owner of such building; but if any money be due, or is to become due, under the contract from said owner to said contractor, on being served with a notice by a sub-contractor, as provided in the last preceding section, said owner may withhold out of the first money due, or to become due under the contract, a sufficient sum to cover the lien claimed by such sub-contractor, journeyman or laborer, until the validity thereof shall have been established by proper legal proceedings, if the same be contested.

No such lien shall bind any building or superstructure for a longer period than six months after filing the same, unless a suit be brought in a proper court within that time to enforce the same, or, if a credit be given, then within six months after the expiration of the credit; but no lien shall be continued in force for a longer time than two years from the time the work is completed, or the materials furnished, by any agreement to give credit.

Said liens may be enforced by a suit in any court of competent jurisdiction, on setting forth in the complaint the particulars of such demand, with a description of the premises sought to be charged with said lien; and at the time of filing the complaint and issuing summons, the plaintiff shall cause a notice to be published, at least once a week for three consecutive weeks, in some newspaper published in the county, if there be one, and if not, then in such mode as the court shall direct, notifying all persons holding or claiming liens under the provisions of this act, on said premises, to be and appear in said court on a day specified therein, and during the regular term of such court, and to exhibit, then and there, the proof of said liens. On ascertaining

the whole amount of said liens with which the said premises are justly chargeable, as hereinbefore provided, the court shall cause said premises to be sold in satisfaction of said liens and costs of suit, and any party in whose favor such judgments may be rendered, may cause the premises to be sold within the time, and in the manner provided for sales on execution at law, and if the proceeds of such sale shall not be sufficient to satisfy the whole of such liens, established as aforesaid, then the same shall be apportioned according to the rights of the several parties.

Nothing herein contained shall be construed to take away, or affect in any manner, any action which any such contractor, laborer, sub-contractor, or other person performing labor or furnishing materials for such building or superstructure, would otherwise have against his employer.

DAKOTA—*Vessels.*—Every boat or vessel, used in navigating the waters of this territory, shall be liable for all debts contracted by the master, owner, agent, or consignee thereof, on account of supplies furnished for the use of such boat or vessel, on account of work done or services rendered on board of such boat or vessel, or on account of labor done or material furnished by mechanics, tradesmen, or others, in and for building, repairing, fitting out, furnishing, or equipping such boat or vessel; for all sums due for wharfage or anchorage of such boat or vessel in this territory; for all demands or damages accruing from the non-performance of any contract of affreightment, or any contract touching the transportation of persons or property, entered into by the master, owner, agent, or consignee of the boat or vessel, on which said contract is to be performed, and for all injuries done to persons or property by such boat or vessel.

Any person having a demand as aforesaid, instead of proceeding for the recovery thereof against the master, owner, agent or consignee of a boat or vessel, may, at his option, institute suit against the boat or vessel by name.

Any plaintiff wishing to institute suit against a boat or vessel, shall file his complaint against such boat or vessel by name, with the Clerk of the District Court of the county in which such boat or vessel shall be or lie, and he shall set forth his demand in all its particulars, and on whose account the same accrued: it shall be verified by the plaintiff, or some credible person for him.

Whenever any complaint, as aforesaid, shall be filed in the office of the Clerk of the District Court, it shall be his duty to issue a warrant returnable in twenty days, directing and authorizing the Sheriff to seize the boat or vessel mentioned in the complaint, and detain the same in his custody, together with its tackle, apparel, and furniture, until discharged from such custody by due course of law.

Buildings.—Any person who has a subsisting cause of action to the amount of ten dollars and upwards for any labor performed upon any lands, tenements, or hereditaments, or for any materials furnished for any improvements upon any lands, or buildings, may, at any time within ninety days next after such cause of action shall have accrued, file his complaint as in other cases, and serve a notice upon the defendant; and such complaint shall, in addition to the facts necessary to constitute a cause of action, contain an accurate description of the location of the lands and buildings upon which the labor was performed, or for the improvement of which the materials were furnished; and shall also allege that the defendant therein named is the owner of, or has some interest in, such lands or buildings, and that such labor was performed, or such materials furnished, pursuant to an agreement, expressed or implied, between the plaintiff and defendant or his agent; the said complaint shall, as soon as filed in the office of the Clerk of the District Court of the proper county, constitute and be a lien upon the property therein described, in favor of the plaintiff, to the extent of the defendant's title or interest therein.

When the complaint does not allege that the labor was performed or the materials furnished, pursuant to an agreement with the defendant, but shall allege that the labor was performed or the materials furnished pursuant to an agreement with some contractor therein named, which contractor was employed by the defendant or his agent, and that the plaintiff was employed by said contractor, and had served a notice in writing upon the defendant or his agent, to the effect that he, the plaintiff, was, or had been, employed by the said contractor to perform labor thereon, or to furnish materials for the improvement of such lands and buildings, and relied upon him, the defendant, or upon such lands and buildings for his pay, then the filing of such complaint shall constitute and be a lien in favor of the plaintiff, the same as provided in the preceding section, to the amount that the defendant was indebted to the said contractor, when the notice was served upon him or his agent, and to the amount in which the defendant became indebted to said contractor after the service of said notice, and before the expiration of the plaintiff's lien.

The plaintiff may, at any time after filing his complaint as above provided, serve a notice on defendant, and proceed to judgment as in other actions; but the lien hereby created shall cease to exist after ninety days from the time the labor was performed, or the materials furnished, unless a notice be served within that time.

COLORADO.—Any person who has a subsisting cause of action to the amount of ten dollars and upwards, for any labor performed upon any lands, tenements, or hereditaments, or for any materials furnished for any improvements upon any lands or buildings, may, at any time within one year next after such cause of action shall have accrued, file his complaint as in other cases, and serve a notice upon the defendant; and such complaint shall, in addition to the facts necessary to constitute a cause of action, contain an accurate description of the location of the lands and buildings upon which the labor was performed, or for the improvement of which the materials were furnished; and shall also allege that the defendant therein named is the owner of, or has some interest in, such lands or buildings, and that such labor was performed, or such materials furnished, pursuant to an agreement, expressed or implied, between the plaintiff and defendant or his agent; the said complaint shall, as soon as filed in the office of the Clerk of the District Court of the proper county, constitute and be a lien upon the property therein described, in favor of the plaintiff, to the extent of the defendant's title or interest therein.

When the complaint does not allege that the labor was performed or the materials furnished, pursuant to an agreement with the defendant, but shall allege that the labor was performed or the materials furnished pursuant to an agreement with some contractor therein named, which contractor was employed by the defendant or his agent, and that the plaintiff was employed by said contractor, and had served a notice in writing upon the defendant or his agent, to the effect that he, the plaintiff, was, or had been employed by the said contractor, to perform labor thereon, or to furnish materials for the improvement of such lands and buildings, and relied upon him, the defendant, or upon such lands and buildings for his pay, then the filing of such complaint shall constitute and be a lien in favor of the plaintiff, the same as provided in the preceding section, to the amount that the defendant was indebted to said contractor when the notice was served upon him or his agent, and to the amount in which the defendant became indebted to said contractor after the service of said notice, and before the expiration of the plaintiff's lien.

The plaintiff may, at any time after filing his complaint as above provided, serve a notice on defendant, and proceed to judgment as in other actions, but the lien hereby created shall cease to exist one year from the time the labor was performed or the materials furnished, unless a notice be served within that time.

KANSAS.—Sec. 1. Any person who shall, under contract with the owner of any tract of land or lots, furnish materials or perform labor for erecting, repairing or altering any building or the

appurtenances of any building on such land, lot or lots, shall have a lien from the time of making such contract upon the whole tract of land, lot or lots, the building and appurtenances, in the manner herein provided, for the amount due to him for such labor or materials.

Sec. 2. The lien shall extend to all work done and materials furnished under the provisions of the contract, whether the kind or quality of the work, or materials, or amount to be paid be specified or not.

Sec. 3. When any sum due by such contract shall remain unpaid after the same is payable, the creditor may, in a suit upon petition filed in the district court of the county in which the land, lot or lots lie, obtain an order for the sale thereof, and for applying the proceeds of such sale to the discharge of his demands; and the filing of the petition and precipe in the clerk's office shall be deemed the commencement of the suit.

Sec. 4. The petition shall contain a statement of the cause of action, with a description of the premises subject to the lien; the summons shall be similar to and served as in other cases; constructive service may be had as provided by law in other cases.

Sec. 5. Every person who has or claims any lien upon, or right or interest in or to such building, appurtenances, land, lot or lots, or any part thereof, by virtue of this act or otherwise, may be a defendant in such suit, and have his rights adjudicated therein, and may in his answer state such lien, right or interest, and his doing so shall be deemed the commencement of a suit.

WESTERN VIRGINIA. — 1. Every mechanic, builder, artisan, workman, laborer or other person who shall do or perform any work or labor upon, or furnish any material, machinery or fixtures for any building, erection or other improvement upon land, including contractors, sub-contractors, material furnishers, mechanics and laborers engaged in the construction of any railroad or other work of internal improvement, or for the work of labor done on any steamboat or other water-craft, or materials furnished for the same, or for the repairing of the same, under and by virtue of any contract with the owner or proprietor thereof, his agent, trustee, contractor or sub-contractor, shall have a lien upon such building, erection or improvement, and upon the land belonging to such owner or proprietor on which the same is situated, to secure the payment of such work or labor done, or materials, machinery or fixtures furnished.

2. Every sub-contractor wishing to avail himself of the benefits of this act shall give notice to the owner or proprietor, or his agent or trustee, before or at the time he furnishes any of the material aforesaid or performs any of the labor, of his intention

to furnish or perform the same, and the probable value thereof; and if afterwards the materials are furnished or labor done, the sub-contractor shall settle with the contractor therefor, and having made the settlement in writing, the same, signed by the contractor and certified by him to be just, shall be presented to the owner or proprietor, or his agent or his trustees, and left with him; and within thirty days from the time the materials shall have been furnished, or the labor performed, the sub contractor shall file with the recorder of the county in which the building, erection, boat, water-craft or other improvement is situated, a copy of the settlement between him and the contractor, which shall be a lien on the building, erection, boat, water-craft or other improvement for which the materials were furnished or for which the labor was performed; and shall at the same time file a correct description of the property to be charged with the lien, the correctness of which shall be verified by affidavit.

3. If the contractor shall, for any reason, fail or refuse to make and sign such settlement in writing with the sub-contractor when the same is demanded, then the sub-contractor shall make a just and true statement of the work and labor done or materials furnished by him, giving all credits, which he shall present to the owner or proprietor, or his agent or trustee; and shall also, within thirty days, file a copy of the same, verified by affidavit, with the Recorder of the county in which the building, erection, boat, or other improvement may be situated, together with a correct description of the property to be charged with the lien.

4. The certificate of settlement made as aforesaid, or the statement of the sub-contractor, shall be a justification to the employer in witholding from the contractor the amount appearing thereby to be due to the sub-contractor until he is satisfied that the same has been paid, and the employer shall become the surety of the contractor to the sub-contractor for the amount due for such work and labor or materials furnished, not, however, exceeding the value thereof, as notified under section second.

5. The notices mentioned shall be served as other notices are directed to be served.

6. It shall be the duty of every person, except as has been provided for sub-contractors, who wishes to avail himself of the provisions of this act, to file with the recorder of the county in which the building, erection or other improvement to be charged with lien is situated, and within ninety days after the materials aforesaid shall have been furnished, or the work and labor done or performed, a just and true account of the demand due or owing to him, after allowing all credits, and containing a correct description of the property to be charged with said lien, and testified by affidavit.

7. It shall be the duty of the recorder of the county to endorse upon every account the date of filing, and record the same in a book by him to be kept for that purpose, to be called the "Mechanics' Lien Record," properly indexed; and he shall state the time of the filing of the same, the description of the property to be charged by the said lien; and shall, when duly required, enter satisfaction on the same, for which said recorder shall receive in each case the sum of one dollar, to be paid by the person imposing the lien, which shall be taxed and collected as other costs in case there be a suit thereon.

8. Where there are several contractors under the same employer, for the building or erection or other improvement, or for work or labor, or for materials furnished for the same, the said several lienors shall have no priority of lien for such work and labor or materials furnished; and if the said structure and the ground on which the same is situated be not sufficient to pay the expenses of the whole structure, the said laborers and material men shall be paid pro-rata.

9. The entire land upon which any such building, erection or other improvement is situated, including as well that part of said land which is not covered with such building, erection or improvement, shall be subject to all liens created by this act, to the extent, and only to the extent, of all right, title and interest owned therein by the owner or proprietor of such building, erection or other improvement, for whose immediate use or benefit such labor was done or materials were furnished; and when the interest owned in said land by such owner or proprietor of such building is only leasehold interest, the forfeiture of such lease for the non-payment of rent or for non-compliance with any other stipulations therein, shall not forfeit or impair such liens so far as it concerns the building, erection and improvement thereon, put by such owner or proprietor charged with such lien; but such building, erection or improvement may be sold to satisfy such lien, and be moved within thirty days after such sale by the undertaker.

10. The lien for materials aforesaid, or work, shall attach to the building, erection or improvement for which they were furnished, or the work was done, in preference to any prior lien or incumbrance or mortgage or deed of trust upon the land upon which said building, erection or improvement has been erected or put; and any person enforcing such lien may have such building, erection or improvement sold, and the purchaser may remove the same within a reasonable time thereafter.

11. Any person having a lien under or by virtue of this act, may file a bill in Chancery to enforce the same; and any other

person having a lien thereon may file his petition in the said case and be made defendant therein, and make his claim in the same manner as though he had been plaintiff in the case, according to the practice in courts of Chancery.

12. In case of death of any of the parties, whether before or after suit, the personal representative of such deceased party shall be made the plaintiff or defendant, as the case may require.

13. All persons furnishing materials or doing work provided for by this act shall be considered sub-coniractors, except such as have contracted therefor singly with the owner, proprietor, his agent or trustee.

14. Nothing herein contained shall be so construed as to give a sub-contractor or laborer a lien for any amount greater than that originally contracted for between the employer and contractor.

15. No person who shall take collateral security for the payment of the money for any structure shall be entitled to the lien provided in this act; but the taking the note or bill of exchange of the party liable shall not be construed such security.

PEDLERS' LICENSE

TO SELL GOODS IN THE VARIOUS STATES.

Licenses are good in most of the States for one year; though in many of them licenses can be taken out for six and even for three months, at the same pro-rata cost as if taken for a whole year. In California, however, a license is good only for one month.

Licences are not required to peddle farm or plantation produce, nor in most States, for books, charts, or stationary; nor yet for peddling any productions manufactured in the State; but for all the productions of other States or countries, a license must invariably be had.

New-York.—No person shall be authorized to travel from place to place, for the purpose of selling any wares, goods, or merchandise, of the growth, produce, or manufacture of a foreign country, unless he shall have obtained a license as a hawker and pedler. This license may be obtained of the Secretary of State, on a statement in writing of the manner in which the applicant designs to travel: if on foot, the sum of twenty dollars for one year's license; if to carry his goods with a single horse or other beast, thirty dollars; if with any vehicle drawn by more than one horse, fifty dollars; which several sums shall be reduced proportionably, any shorter term not less than six months.

Any public officer or citizen may demand of any hawker or pedler to produce his license; and if the hawker or pedler refuse, such officer or citizen may arrest him without any further warrant, and convey him before a magistrate who may fine him in the sum of ten dollars for such refusal, which sum shall be paid over to the overseers of the poor of the town. In case he have no license, he may be fined twenty-five dollars. If such fine be not paid, the magistrate may issue a warrant to any constable to seize his wares and sell them at public vendue, to satisfy the same.

NEW-JERSEY.—Any person not a resident of the State, who shall be found vending goods from place to place without a license, shall forfeit the sum of twenty dollars for each offence—one half to go to the prosecutor, the other to the State. The license may be obtained by the Governor, upon a recommendation for that purpose by the Inferior Court of Common Pleas; if for a vehicle to be drawn by one or more horses or other beasts, the sum of fifteen dollars; if on foot, eight dollars.

Any person lending his license to another shall lose the same, and every license so loaned shall become void.

Any citizen may demand to see any hawker's license, and if the same be not produced, he may, without further warrant, convey the hawker before a justice of the peace, who shall fine him in the sum of fifty dollars for each offence.

PENNSYLVANIA.—Any citizen may peddle his own goods. But no person shall be licensed as a hawker or pedler unless he shall have resided at least one year in the county in which such application is made, and shall produce satisfactory evidence on oath from at least two respectable practising physicians of such county that such applicant is, in point of fact, by reason of bodily disability, the nature and character of which must be stated, unable to procure a livelihood at his trade, if he have any, or by bodily labor. None but citizens of the United States shall obtain licenses to hawk or peddle, and such licenses shall only extend to the county in which they may be granted. But wholesale pedlers may, by virtue of their licenses, vend goods throughout the State. The applicant must give bonds in the sum of $300 for his good behavior during the term of his license, and must also satisfy the officers granting the license, of his honesty and good moral character. A license to travel on foot, $8; with a vehicle with one horse, $16; with a vehicle and two horses, $25. Licenses may be obtained of the clerks of the courts of quarter sessions of any county, and also at the Mayor's office in the city of Philadelphia. Penalty for selling without a license, $50; for refusing to show his license to any citizen who may demand to see the same, $20.

OHIO.—The Clerk of the Court of Common Pleas of any county in this State may grant a license. For a license to travel on foot

throughout the State, $12; on horseback, or in a one-horse wagon, $20; in a two-horse wagon, $28; in a boat or other water craft, $60. A pedler refusing to show a license to any citizen who may demand to see it, shall be supposed to be without one, and may be proceeded against on such ground, and fined $50, ten per cent of which shall go to the informer.

North Carolina.—Any person hawking or peddling goods (books and prints excepted) not manufactured in the States, without a license, or who shall refuse when called upon by any justice of the peace, or sheriff, or sheriff's deputy, to show the same, shall be subject to indictment, and on conviction shall be fined or imprisoned, at the discretion of the court.

Oregon.—No person shall vend goods in any county in Oregon without a license from the commissioners of said county, who may assess him not less than ten nor more than two hundred dollars per year, or at the same rate for any shorter period. Any person vending without such license shall be fined not less than $50, nor more than $200 for each offence.

Rhode Island.—Any person peddling goods without a license shall forfeit the sum of $50 for each offence—one-half to go to the prosecutor (any citizen), and one-half to the State. Any pedler refusing to show his license within ten minutes from when called upon by any citizen to show the same, shall lose the cost of prosecution, even though it shall appear on trial that he had a license, duly issued, at the time of the offence. But any citizen may peddle goods manufactured in the State. Licenses may be obtained of the general treasurer: for selling goods of foreign manufacture, $100; for selling goods manufactured in the United States, $75.

Virginia.—The clerk of any county court is authorized to grant licenses, on satisfactory proof that the applicant is honest and of a good moral character, and on the payment by the latter of $20. Any pedler vending goods without a license shall forfeit $50—one moiety to go to the informer, the remainder to the State.

Vermont.—Licenses for peddling in this State are as follows: For travelling on foot, $15; if in a vehicle with one horse or more, $30; and if he carry and offer for sale any plated or gilded ware, jewelry, watches, or any patent medicines, or any compound medicine, the composition of which is kept secret from the public, $60. Any county clerk will furnish a license. Any pedler vending goods without a license shall forfeit a sum not exceeding $300, nor less than $50. Any person refusing to show his license to any citizen when called upon so to do, shall forfeit the sum of $20.

Wisconsin.—The Secretary of State has authority to grant licenses as follows: for peddling on foot, $10; with a vehicle and a single horse, $20; with a vehicle drawn by two horses, $40; a vehicle with more than two horses, $60. Any person peddling without a license shall forfeit $25 for each offence. If the money

be not paid, the justice may issue an attachment against the wares of the delinquent, and sell the same at vendue to satisfy the fine and costs.

CONNECTICUT.—Any person peddling in this State without a license, shall forfeit a sum not exceeding one hundred nor less than fifty dollars—one half to him who shall prosecute, the other to the State. Every pedler before offering goods for sale in any town, shall obtain from the selectmen of such town, or a majority of them, a license to do the same, for which he shall pay the sum of ten dollars. Any pedler refusing to exhibit his license to any grand juror, justice of the peace, or constable, who may demand to see the same, shall forfeit the sum of fifteen dollars for each offence. A Pedler by the law of this State is any person not a citizen of the United States going from house to house, on foot or otherwise, in any town where he does not reside, with foreign grown or produced goods, or goods grown, manufactured or produced in any other State, except sewing silk, cotton and linen thread and yarn, being of United States' growth, manufacture or product.

GEORGIA.—Books, maps, and charts, and all articles manufactured in the State, may be peddled without a license. For vending all other goods from place to place, a license must be obtained of the Comptroller General, the total cost of which is $57. Persons selling from place to place without a license, must, on complaint, give security in the sum of $500, for his appearance at the next Superior Court, when, if convicted, he shall be fined not less than $200, nor more than $300, for each offence. In addition each county town has the privilege of exacting from every pedler the sum of fifteen dollars for every day he or she may be found therein offering goods not manufactured in the State.

DELAWARE.—Pedlers shall procure license, and give bonds in the sum of $500, for their good behavior during the term of such license. Licenses may be obtained of any Judge of the State, and also of any justice of the peace. Grain, provisions, produce, fruit, books, and all goods manufactured in the State, may be peddled without a license. The charge for licenses is as follows: for a foot pedler, who is a non-resident of the State, $50; to the same if a *bona fide* citizen, $8; for a vehicle with one horse, $16, two horses, $30; for each additional horse, $10. For a license to sell clocks, $50; to sell tin and japanned wares, without a cart but with one or more horses, $10; with a vehicle and one or more horses, $20. No license can be had for peddling drugs or medicines Any person peddling without a license, or in goods not authorized by his license, or who shall borrow a license for the

purpose of peddling, shall forfeit five hundred dollars—one half for the use of any one who shall sue for the same, and one half to the State. Any pedler refusing or neglecting to show his license, when called upon by any citizen to do so, shall forfeit and pay ten dollars to such citizen, who is authorized to sue for the same Any person peddling tin or japanned ware without a license, shall for every such offence forfeit and pay to any one who may sue for the same, the sum of thirty dollars, one half to the use of the State.

INDIANA.—Pedlers are required to take out a license in every county in which they shall vend, and pay in proportion, as regards amount and length of time, as resident merchants, who are taxed five dollars on every thousand dollars' worth of merchandise. There is no fixed license fee; the County Board of such county regulating the fee of each applicant according to his own judgment. Any person transacting business in this State without a license therefor, is liable to a fine of $500.

ILLINOIS.—Every hawker or pedler shall have the privilege of peddling goods throughout the State, on paying the sum of fifty dollars to the Secretary of State, when he shall receive a license therefor. For the privilege of peddling in any one county, the County Commissioners of such county will grant him a license for ten dollars. For peddling in any county without a license, he may be sued by any citizen, and recovered against in the sum of one hundred dollars—one half to the complainant, the other to the State.

NEW-HAMPSHIRE.—Any person peddling goods from place to place without a license, shall be punished by a fine of not less than ten nor more than fifty dollars. License may be obtained of the Clerk of the Court of Common Pleas of the county in which the applicant may reside. The license fee, to a citizen of the State, is $10; to a non-resident of the State, $20.. Any pedler lending his license to another, or refusing to show the same to any citizen who may demand te see it, shall be punished in the same manner as for selling without license.

MASSACHUSETTS.—Any person may go from place to place selling fruits and provisions, live animals, brooms, agricultural implements, fuel, newspapers, books, pamphlets, agricultural products of the United States, and the products of his own labor or the labor of his family, provided that none of those articles shall be of the growth or production of foreign countries. The sale of jewelry, wines, spirituous liquors, playing cards, indigo and feathers, in the manner above specified is prohibited. The Secretary of the Commonwealth may grant a license to go

about selling any other goods than those before mentioned to any applicant who files in his office a certificate signed by the Mayor of a city or by a majority of the Selectmen of a town, stating that the applicant therein named resides in such city or town, is a citizen of the United States, and of good repute for morals and integrity. Every license so granted shall bear date the day issued, and shall continue in force one year from such date. Every person so licensed may sell any goods, not prohibited, in any city or town mentioned in his license, upon first paying to the Secretary one dollar for each city or town so inserted, and to the Treasurer of such city or town, who shall certify on the face of the license the sum so received, the following sums: for every town containing not more than 1000 inhabitants, according to the United States census next preceding the date of the license, three dollars; for every town containing more than 1000, but not more than 2000 inhabitants, six dollars; for every town containing more than 2000 and not more than 3000 inhabitants, eight dollars; for every town containing more than 3000 and not more than 4000 inhabitants, ten dollars; and for every city and town containing more than 4000 inhabitants, ten dollars, and one dollar for every 1000 inhabitants over 4000 contained therein; but the sum so to be paid to a Treasurer shall in no case exceed twenty-five dollars. The Secretary may also grant special state licenses, upon payment by the applicant of fifty dollars for each license. He may also grant, upon payment by the applicant of one dollar for each county mentioned therein, special county licenses. The person so licensed has to pay to the Treasurer of each county mentioned in said license, respectively, the sums following: for Suffolk, Essex, Middlesex and Worcester, each four dollars; for Norfolk, Berkshire, Hampden, Bristol and Plymouth, each three dollars; for Franklin, Hampshire and Barnstable, each two dollars; for Nantucket, one dollar; for Dukes county, one dollar. Every person licensed to peddle as herein before provided shall post his name, residence, and the number of his license in a conspicuous manner upon his parcels or vehicle, and when such license is demanded of him by any officer, shall forthwith exhibit it, and if he neglects or refuses to do so, shall be subject to the same penalty as if he had no license. Whoever goes from place to place selling goods, except as herein provided, shall forfeit a sum not exceeding two hundred dollars for each offence. Disabled soldiers are exempt from paying state licenses.

Missouri.—No person shall peddle without a license; no two or more persons shall peddle under the same license, either as partners, agents, or otherwise; and no pedler shall sell wines or

spirituous liquors. Any person may obtain a pedler's license from the collector of the county in which he intends to peddle, on paying as follows:—for a license to peddle on foot, $3 for every period of six months; if on one or more horses, $10; if in a vehicle, $20; if in a boat or other river vessel, at the rate of one dollar per day for any period not less than five days, and such license may be renewed at the expiration of the first license, for any period not longer than six months, on payment of fifty cents a day, the number of days to be specified in the license. Every person who shall be found peddling contrary to law, or the terms of his license, shall forfeit, if a foot pedler, the sum of ten dollars; on one or more beasts of burden, twenty-five dollars; in a vehicle, fifty dollars; in a boat or other vessel, one hundred dollars. Persons may peddle books, maps, charts and stationery, without a license. Any pedler refusing or neglecting to show his license to any police officer or citizen on demand, shall forfeit the sum of ten dollars. License for peddling clocks shall be fifty dollars for the term of six months; and every clock pedler selling without a license shall forfeit not less than fifty nor more than four hundred dollars, and be imprisoned till the fine and costs are paid.

MAINE.—County commissioners in their counties may grant licenses as pedler to any one proving to their satisfaction good moral character, that he has been five years a citizen of the United States and a year prior to his application a resident of the State. License expires at end of one year, and is not transferable or assignable, except with the consent of the board granting it, nor is it valid in any other county than the one in which it is granted. If the pedler carries on his business in a boat he pays $10 license fee; if in a one-horse cart, $15; if in a two-horse cart, $20. At the time of his application he must present with his petition a certificate of good moral character from the municipal officers of the town where he resides, which must be attached to his license.

MISSISSIPPI.—For the privilege of peddling good in any one county of this State, the applicant must first pay to the Clerk of the Probate Court as follows:—for license to carry merchandise on foot $10; on horse or other beast of burden, $20; in a two wheeled vehicle, $30; in a four-wheeled vehicle, with one horse, $40; in a four-wheeled vehicle with two horses, $50. Any person peddling without a license, shall forfeit the sum of $100—one fourth to be paid to the prosecutor, and the balance to the State. In addition to the foregoing, the pedler must pay an *ad valorem* duty of two and a half per cent. on all merchandise sold by him during the term of his license.

LOUISIANA.—For a license to peddle on the roads and water-courses of this State, which may be obtained of the Collector of Licenses, the applicant must pay as follows:—For trading in goods carried in packs, on horseback or on foot, five dollars; with a vehicle drawn by one or more horses or other animals, twenty dollars; with a boat or other water-craft, seventy-five dollars. Any person peddling without a license, shall pay a fine of two hundred and fifty dollars.

TENNESSEE.—For peddling in any county in this State, the license fee is twenty-five dollars. Any person peddling without a license shall forfeit the sum of one hundred dollars. The license may be obtained of the Clerk of the County Court.

SOUTH CAROLINA.—For the privilege of peddling in any district in this State, the applicant must obtain a license from the Clerk of the Court of the district, the cost of which is one thousand dollars. If the pedler has more than one vehicle, he must take out a separate license for each. The license extends only to the district for which it is taken out. The pedler must, in addition, give bonds in the sum of one thousand dollars for himself and five hundred for each of two sureties that he will conduct himself according to law during the term of his license. Any constable or other public officer may at any time demand to see his license; should he refuse to promptly exhibit the same, the officer making the demand may seize and detain his wagon and wares till they are released by a magistrate, and the pedler himself committed to jail. Any person peddling without a license, shall pay a fine of five hundred dollars.

CALIFORNIA.—A non-resident pedler must have a license to sell gold and silver articles manufactured out of the State. License is good for six months. And to obtain one $500 for use of State and $5 for use of the county must be paid to county treasurer. Penalty for selling without license, $500 and from thirty days to six months imprisonment.

MICHIGAN.—Before peddling goods from place to place in this State, the pedler must pay to the Secretary of State as follows:—To peddle on foot, ten dollars; with a vehicle and one horse, twenty-five dollars; a vehicle with more than one horse, fifty dollars. Any pedlar refusing to show his license when called upon by any officer or citizen so to do, shall pay a fine of two dollars Any person peddling without a license, shall forfeit twenty-five dollars for each offence.

TEXAS.—A license must be taken out by pedlers, for each county that they may sell in. The license may be obtained of the Clerk of the County Court; the cost of the same is fifty dollars. Any one peddling goods without a license, shall be fined in the sum of five hundred dollars for each offence.

NEBRASKA.—A tax of $30 for State purposes, shall be levied upon each pedler of watches, clocks, jewelry or patent medicines, and all other wares and merchandise not manufactured within the limits of this State, for a license to peddle throughout the State for one year.

NEVADA.—Every travelling merchant, hawker or pedler, who shall carry a pack, and vend wares, goods or merchandise of any kind, shall pay, for each license, $20 per month; and every such travelling merchant, hawker or pedler, who shall use a wagon, or one or more animals for the purpose of vending any wares or merchandise of any kind, or wines, fermented liquors, or spirituous liquors, shall pay, for each license, $30 per month; provided that nothing in this section shall be so construed as to apply to the agricultural productions of this territory, or to any fruit from any place. Any one peddling goods without a license shall be fined in any sum not less than $50 nor more than $100.

COLORADO.—For the privilege of peddling watches, jewelry and clocks, or either of them, throughout this territory for one year, a license fee of $25 must be paid. Such license may be obtained from the clerk of any county. Any person so peddling without a license, is guilty of a misdemeanor; and the person actually peddling is liable, whether he be the owner or not.

QUALIFICATION OF VOTERS IN THE DIFFERENT STATES.

MAINE.—Every male citizen of the United States, of the age of twenty-one years (excepting paupers, persons under guardianship, and Indians not taxed), having his residence established in this State for the term of three months next preceding any election, shall be an elector in the town or plantation where his residence is established.

NEW-HAMPSHIRE.—Every male citizen twenty-one years of age (excepting paupers and persons excused from paying taxes at their own request), resident in the State and town six months next preceding the election, is entitled to vote.

VERMONT.—Every man of the full age of twenty-one years, having resided in the State for the space of one whole year and in town three months next before the election, who is of a quiet and peaceable behavior, and has taken the freeman's oath, shall be entitled to all the privileges of a freeman.

MASSACHUSETTS.----Every male citizen of the age of twenty-one years (except paupers and persons under guardianship), who has resided in the Commonwealth one year, and in the town or district in which he claims a right to vote six months next preceding the election, and can read the Constitution in English and write his name, may vote, *provided* they have paid all taxes assessed upon them (unless legally exempted) within two years next preceding the day of election.

RHODE ISLAND.----The right of suffrage is granted to every male *native* citizen of the United States twenty-one years of age, who has had his residence and home in the State two years, and in the town where he purposes to vote six months next preceding the time of election, whose name has been registered in the Town Clerk's office at least seven days before he shall offer his vote, and who shall have paid a tax of one dollar, or done military duty, within the preceding year; also any male citizen (naturalized foreigner) of the United States who, in addition to the preceding qualifications (except only one year's residence is required), possesses real estate in the town or city where he offers his vote of the value of $134 over and above all incumbrances, or which rents for seven dollars per annum. The constitutional provisions are much more in detail than the above.

CONNECTICUT.—Every white male citizen of the United States, who shall have attained the age of twenty-one years, who shall have resided in this State for a term of one year next preceding, and in the town in which he may offer himself to be admitted to the privileges of an elector, at least six months next preceding the time he may so offer himself, and shall be able, in presence of the board of registration before whom he may so offer himself, at the request of any elector of the town then present, to publicly read a clause in the Constitution, or Statutes of this State, and shall sustain a good moral character, shall, on his taking such oath as may be prescribed by law, be an elector; and any elector presenting before the board of registration of any town, a certificate from the town clerk of the town in which he was admitted an elector of this State, of the fact of such admission, and shall prove that he has resided in the town in which he claims the right to vote, at least four months next preceding the day of the electors' meeting, shall have the right to be registered as an elector of such last specified town.

NEW-YORK.—Every male citizen aged twenty-one years, who shall have been a citizen ten days, and is an inhabitant of this state one year next preceding any election. and for the last four months a resident of the county, and for thirty days of the district from which the officer is to be chosen for whom he offers his vote shall be entitled to vote.

Men of color, who are possessed of a freehold estate of the value of two hundred and fifty dollars, and residents of the state three years, and for one year seized of said estate of two hundred and fifty dollars over and above all debts and incumbrances charged thereon, and who shall have been actually rated and paid a tax thereon, are entitled to vote.

New-Jersey.—Every white male citizen of the United States of the age of twenty-one years, having been a resident of the state one year, and of the county five months, next before the election, and who actually resides in the township where he claims his vote, shall be entitled to vote (paupers, idiots, insane persons, and criminals, excepted).

Pennsylvania.—Every white freeman, being a citizen of the United States, of the age of twenty-two years, having resided in the state one year, and in the election district where he offers his vote, ten days immediately preceding such election, and within two years paid a state or county tax which has been assessed at least ten days before the election, shall enjoy the rights of an elector. Persons between the ages of twenty-one and twenty-two years, with residence as above, can vote without paying a tax. A previously-qualified voter in the state, on returning, can vote after a residence of six months.

Delaware.—Every free white male citizen of the age of twenty-two years or upward, having resided in the state one year next before the election, and the last month thereof in the county where he offers to vote, and having, within two years next before the election, paid a county tax, which shall have been assessed at least six months before the election, shall enjoy the right of an elector; and every free white male citizen of the age of twenty-one years and under the age of twenty-two years, having resided as aforesaid, shall be entitled to vote without payment of any tax.

Maryland.—Every free male person, being a citizen of the United States, above twenty-one years of age, having resided in the state one year, and six months in the county, next preceding the election at which he offers to vote, shall have the right of suffrage.

Virginia.—Every white male citizen of the commonwealth, of the age of twenty-one years, who has been a resident of the state two years, and of the county or town where he offers to vote for twelve months next preceding an election, shall be qualified to vote.

North Carolina.—All freemen (persons of color excepted) of the age of twenty-one years, who have been inhabitants of any

one district within the state twelve months immediately preceding the day of any election, and shall have paid public taxes, shall be entitled to vote for members of the house of commons for the district in which he resides, and for the governor; to vote for a member of the senate, he must have in addition to the same qualification a freehold of fifty acres of land in the county in which he offers to vote.

South Carolina.—Every free white man of the age of twenty-one years (paupers excepted), being a citizen of the state, and having resided therein two years previous to the day of election, and who hath a freehold of fifty acres of land, or a town lot, of which he hath been legally seized and possessed, at least six months before such election, or not having such freehold or town lot, hath been a resident of the election district in which he offers to give his vote six months before the said election, and hath paid a tax the preceding year of three shillings sterling to the support of government, shall have a right to vote for members of the legislature for the election district in which he holds such property, or is resident.

Georgia.—An elector must be twenty-one years of age; a citizen and inhabitant of the state one year; of the county six months; and have paid all the taxes which may have been required of him, and which he has had an opportunity of paying agreeably to law, for the year preceding the election. In all elections for governor or electors of president and vice-president, the county residence is not required.

Florida.—Every free white male person of the age of twenty one years, a citizen of the United States, a resident of the state two years, and of the county in which he may offer his vote six months, immediately preceding the election, and who shall be enrolled in the militia of the state (unless exempted from militia duty), is a qualified voter.

Alabama.—Every white male citizen of the age of twenty-one years, who shall be a citizen of the United States, having resided in this state one year next preceding an election, and the last three months in the city, county, or town, in which he offers to vote, shall be deemed a qualified elector.

Mississippi.—Every free white male citizen of the United States of the age of twenty-one years, who shall have resided in the state one year next preceding an election, and the last four months within the county, city, or town, in which he offers to vote, is a qualified voter.

Louisiana.—Every free white male two years a citizen of the United States, of the age of twenty-one years, having resided in the state one year next preceding the election, the last six months thereof in the parish in which he offers to vote, has a right to

vote; but no person who fights a duel, acts as second, or sends or accepts a challenge, can hold office or enjoy the right of suffrage.

TEXAS.—Every free male person over the age of twenty-one years, a citizen of the United States (Indians not taxed, Africans, and descendants of Africans, excepted) who shall have resided in the state one year next preceding an election, and the last six months in the district, county, or town, in which he offers to vote, shall be deemed a qualified voter, provided that qualified voters shall be permitted to vote anywhere in the state for state officers.

ARKANSAS.—Every free white male citizen of the United States (except idiots, insane persons, and persons convicted of infamous crimes), twenty-one years of age, a resident of the state six months next preceding the election, and of the county in which he claims to vote, is entitled to vote.

TENNESSEE.—Every free white man twenty-one years of age, a citizen of the United States, and resident of the county wherein he offers his vote six months next preceding the election, is entitled to vote Also, all male persons of color twenty-one years of age who are competent witnesses in a court of justice against a white man, are entitled to vote.

KENTUCKY.—Every free white male citizen of the age of twenty-one years, having had a residence in the State of two years, and in the county in which he offers to vote one year next preceding the election, is entitled to the right of suffrage

OHIO.—Every white male citizen of the United States of the age of twenty-one years who shall have been a resident of the State one year next preceding the election, and of the county, township or ward, in which he resides such time as may be provided by law, shall have the qualification of an elector, and be entitled to vote at all elections.

MICHIGAN.—The right of suffrage is held by every white male citizen above the age of twenty-one years; every white male citizen residing in the State on the 24th of June, 1835; every white male inhabitant residing in the State on the 1st of January, 1850, who has declared his intention to become a citizen of the United States six months preceding an election, or who has resided in the State two years and six months, and declared his intention as aforesaid, and every civilized male inhabitant of Indian descent, a native of the United States, and not a member of any tribe; but no citizen or inhabitant shall be entitled to vote at any election unless he has resided in the State three months, and in the township or ward in which he offers to vote ten days next preceding such election.

INDIANA.—Every white male citizen of the United States of the age of twenty-one years and upward, who shall have resided in the State during the six months immediately preceding an election,

and every white male, of foreign birth, of the age of twenty-one years and upward, who shall have resided in the United States one year, and in the State during the six months next preceding such election, and shall have declared his intention to become a citizen of the United States, shall be entitled to vote in the town or precinct where he may reside.

ILLINOIS.—All white male citizens of the age of twenty-one years, having had a residence in the State one year next preceding the election, can exercise the elective franchise.

MISSOURI.—Every free white male citizen of the United States of the age of twenty-one years, who shall have resided in the State one year before an election, the last three months whereof shall have been in the county or district where he offers to vote, shall be an elector.

IOWA.—Every white male citizen of the United States (idiots, insane persons, and persons convicted of an infamous crime, excepted), of the age of twenty-one years, a resident of the State six months next preceding the election, and of the county in which he claims to vote twenty days, is entitled to vote.

WISCONSIN.—Every male citizen of the age of twenty-one years, resident in the State one year next preceding an election, belonging to either of the following classes, is a qualified elector. 1. White citizens of the United States. 2. White persons of foreign birth who have declared their intentions to become citizens, conformably to the laws of the United States on the subject of naturalization. 3. Persons of Indian blood who have once been declared by the laws of Congress to be citizens of the United States. 4. Civilized persons of Indian descent, not members of any tribe.

MINNESOTA.—All free white male inhabitants over the age of twenty-one years, who shall have resided within this State for six months next preceding an election, shall be entitled to vote; *provided*, that they shall be citizens of the United States, or shall have resided within the United States for a period of two years next preceding such election, and declared on oath their intention to become such, and also to support the constitution of the United States, and the State government of Minnesota. All persons of mixed white or Indian blood who have adopted the customs and habits of civilization, are entitled to vote. No insane person, or person who has been convicted of an infamous crime, unless restored to civil rights, shall be permitted to vote.

KANSAS.—Every white male citizen of the United States and civilzed male Indian, twenty-one years of age, who shall have resided and had his home and place of permanent abode in Kansas six months, in the county thirty days, and in the district where he offers his vote ten days, immediately preceding the election, shall be deemed a qualified elector. Persons engaging in a duel, either as principals or assistants, lose the rights of an elector.

NEW-MEXICO.—Every white male citizen of the United States, over twenty-one years of age, who shall have resided in the territory over one year, and in the county in which he offers to vote for three months, shall be entitled to vote and be elected to office in any election. No person prevented by the organic law of the territory, no officer or soldier in the United States army, and no person included in the term "camp followers" of the United States army, shall be entitled to vote or hold office in this territory.

UTAH.—All free white male citizens of the age of *eighteen* years, shall be considered legal voters. Military officers or soldiers in the United States service, stationed within the territory, are excepted.

OREGON.—All white male inhabitants over the age of twenty one years, who shall have resided within this State for six months next preceding an election, shall be entitled to vote; *provided*, that they shall be citizens of the United States, or shall have declared their intention, on oath, to become such, or shall have resided six months in the State and fifteen days in the county where they offer to vote, next preceding the day of election. Persons insane or convicted of crime are excepted; also, officers and soldiers of the United States army, unless they were residents of the State at the time of their enlistment.

CALIFORNIA.—Every white male citizen of the United States, and every Mexican electing, under the treaty of 1848, to be a citizen of the United States, who has been a resident of the State six months and of the county or district where he offers his vote for thirty days, has a right to vote.

New York State Law for the Protection of Hotel and Boarding-house Keepers, passed February, 1867.

Every person who shall at any hotel, inn, restaurant, or boarding-house order, or cause to be furnished, any food, drink or accommodation with intent to defraud the owner or proprietor of such hotel, inn, restaurant, or boarding-house out of the value, or price of such food, drink or accommodation, in accordance with the terms, or custom of such hotel, inn, restaurant, or boarding-house, and every person who shall obtain at any hotel, inn, restaurant, or boarding-house, by the use of false pretence, or device, either by depositing at such place baggage or property of value less than the amount of such credit, or of the bill by such person incurred or otherwise, and afterwards abscond from such hotel, inn, restaurant, or boarding-house, or surreptitiously remove such baggage or deposit, shall, upon conviction, be adjudged guilty of a misdemeanor.

All baggage left by guests may be sold at the expiration of six months.

INTERNAL REVENUE.

THE taxes laid by the various acts providing for the raising revenue by taxation, in which are included the Direct Tax Act of August 6, 1861; the Excise Tax of July 14, 1862; the Amendatory Acts of March 3, 1863; the Acts of June, 1864; March, 1865; the Amended acts of July 20, 1866, and March, 1867, are intended to have specific action on several different classes. These may be divided, properly, into two general classes, viz:

I. The ANNUAL LISTS, which are subdivided into *Licences, Articles in Schedule A, (embracing Carriages, Yachts, Billiard Tables and Plate) and Annual Income;* and

II. The QUARTERLY and MONTHLY LISTS, which include returns of *Auction Sales; Receipts of Railroads, Steamboats, etc., for Transportation, etc.*; *Passports, Theatres, Operas, Circuses and Museums; Lotteries, Dividends, Advertisements, Legacies, Canal and Turnpike Companies, Receipts of Ferry-boats, Gross Receipts of Express and Telegraph Companies, Banks and Insurance Companies, Proprietary Articles, Stamps under Schedule B, Manufacturers' Returns, Distillers' and Brewers' Returns, and Returns of Coal Oil Distillation.*

For each of these returns under the second general class, there are specific forms and instructions furnished by the government, and it will therefore be unnecessary for us to give instructions and directions which are furnished already to the parties interested.

But in regard to the first general class, some explanations and instructions are desirable to enable them to act understandingly in the payment of their taxes, and these we give from the highest official authority.

I. Licences must be taken out by claim agents and agents for procuring patents; insurance agents domestic and foreign, real estate agents, apothecaries, architects and civil engineers, assayers, auctioneers, banks and bankers, bowling alleys and billiard rooms, brewers, barges, boats and flats, brokers, commercial brokers, custom-house brokers, cattle brokers, pawnbrokers, and war-

rant brokers, produce brokers, butchers, builders and contractors, circuses, coal-oil distillers, coffee roasters, confectioners, convey ancers, concert halls, wholesale and retail dealers in liquors, dealers in other merchandize and wholesale dealers in the same, horse dealers, lottery ticket dealers, patent right dealers, dentists, distillers, eating-houses, express agents and carriers, exhibitions or shows for money, gas fitters, gift enterprises, grinders of coffee or spices, hotels, inns or taverns, intelligence offices, jacks, jugglers, lawyers, livery stable keepers, manufacturers, miners, museums, passenger steamers and vessels, peddlers, photographers, physiccans, plumbers, rectifiers, stallions, surgeons, theatres, tobacconists, and by any person, firm, or corporation engaged in any business, trade or profession whatever having an income exceeding one thousand dollars per annum, for which no other licence is required.

Special Provisions.

I. That in every case where more than one of the pursuits, employments, or occupations, hereinafter described, shall be pursued or carried on in the same place by the same person at the same time, except as hereinafter provided, the tax shall be paid for each acccording to the rates severally prescribed: *Provided*, That in cities and towns having a less population than *six thousand persons*, according to the last preceding census, one special tax shall be held to embrace the business of land-warrant brokers, claim agents, and real estate agents, upon payment of the highest rate of tax applicable to either one of said pursuits.—[Sec. 76.]

II. That any number of persons, except lawyers, conveyancers, claim agents, patent agents, physicians, surgeons, dentists, cattle brokers, horse dealers, and peddlers, doing business in copartnership at any one place, shall be required to pay but one special tax for such copartnership.—[Sec. 78.]

III. That the special tax shall not be imposed upon apothecaries, confectioners, butchers, keepers of eating-houses, hotels, inns, or taverns, or retail dealers, except retail dealers in spirituous and malt liquors, when their annual gross receipts shall not exceed the sum of one thousand dollars, any provision of law to the contrary notwithstanding.

IV. That nothing contained in the preceding sections of this act shall be construed to impose a special tax upon vintners who sell wine of their own growth at the place where the same is

made; nor upon apothecaries, as to wines or spirituous liquors which they use exclusively in the preparation or making up of medicines; nor shall physicians be taxed for keeping on hand medicines solely for the purpose of making up their own prescriptions for their own patients; nor shall farmers be taxed as manufacturers or producers for making butter or cheese with milk from their own cows, or for any other farm products.—[Clause of Sec. 80.]

The following is the form of application for a license. If the licence is for a firm, the name of the firm, and the name and residence of each member of the firm, must be given in full.

Form of Application for a License.

Application is hereby made by Thomas Davis, of New Lotts, in the County of Kings, and State of New York, for a license as a Coal Oil Distiller, under the Excise Laws of the United States, said business or occupation to be carried on at No. 540 Furman Street, in the City of Brooklyn, County of Kings, and State of New York.

Signed,

THOMAS DAVIS.

Dated at Brooklyn this 31st day of October, A. D. 1863.

To JOHN WILLIAMS, *Assessor of the Second District of the State of New York.*

All licenses expire on the 1st of May, and hence when a license is taken out at any other time in the year, it is necessary only to pay the proportion of the license which will be due to the succeeding May. If a license is not taken out or renewed by the person whose duty it is to have a license, the assessor or assistant assessor must enter his name for a license on the assessment book, and he will be liable to pay three times the amount of his license, under Section 59 of the Excise Tax Act, or a fine of $100 under Sec. 11 of the same Act.

II. *Articles under Schedule A.* These comprise, as above stated, carriages, yachts, gold watches, pianos, organs, melodeons, or other parlor musical instruments, billiard-tables kept for private use, and gold and silver plate.

The list of these must be furnished to the assessor in *ten* days after the service of the notice with the blank form for the return. The penalty of furnishing a false or fraudulent list is $500, and a neglect or refusal to furnish the list incurs the penalty of an addition of 50 per cent. to the tax and a fine of $100. Billiard tables kept for hire, and paying a license, are not subjected to this tax (Decision Oct. 21, 1862). Forty ounces Troy of silver plate kept for sale, and that which is in possession of a family or its member, as souvenirs or keepsakes (Decision 21 Oct., 1862), and all plate belonging to religious societies, are exempt from this tax.

The following table may be used in converting Avoirdupois into Troy ounces:

11	ounces	Avoirdupois	equal	10	ounces	Troy.
22	"	"	"	20	"	"
44	"	"	"	40	"	"
50	"	"	"	46	"	"
60	"	"	"	55	"	"
70	"	"	"	64	"	"
80	"	"	"	73	"	"
90	"	"	"	82	"	"
100	"	"	"	91	"	"
200	"	"	"	182	"	"
500	"	"	"	456	"	"
1000	"	"	"	912	"	"

Every person will be taxed at the rate of five per cent., when his or her annual gains, profits or income exceed $1,000. The deductions apply to all incomes. They are:

1st, The $1,000 allowed by law.

2d, Other national, State and local taxes assessed for the year and paid.

3d, Rent actually paid for the dwelling-house or estate occupied by the person assessed; and in case the person assessed is boarding, the rent allowed for the rooms he and his family occupy, where such rooms are used as a home or living-place for the residence, lodging and feeding of his family.

4th. Necessary repairs to property yielding the income; or insurance thereon; or pay and subsistence for hired laborers or clerks, and their subsistence, employed in conducting the business; or rent of store, shop or manufactory; fuel, freight, etc., for store, shop, etc.; or interest on encumbrances upon the property; or all, as the case may be.

5th, Income arising from interest on bonds or other evidences of debt of any railroad company or corporation, or from interest or dividends on stock, capital, or deposits, in any bank, trust company, or savings institution, insurance or railroad company, from which five per cent. was withheld by the officers thereof for the excise tax.

6th, Income from advertisements on which the three per cent. duty has been paid is also to be deducted. Every person in the second class will be taxed at the rate of ten per cent., whatever may be his or her annual gains, profits or income from property, securities and stocks owned in the United States, without other deductions than numbers 2d and 4th above stated. Wherever husband and wife live together, and their taxable income is in excess of $1,000, they will be entitled to but one deduction of $1,000, that being the average fixed by law as an estimated commutation for the expense of maintaining a family. Where they live apart, by divorce or under contract of separation, they will be taxed separately, and be each entitled to a deduction of $600.

Officers in the civil, military or naval service of the United States are not required to pay an income tax to the collectors on their salaries or wages, whatever may be the amount, because the Government deducts five per cent. therefrom at the

time of payment; but other income of such persons is liable to the income tax.

Guardians and trustees, whether such trustees are so by virtue of their office as executors, administrators, or other fiduciary capacity, are required to make return of the income belonging to minors or other persons, which may be held in trust as aforesaid; and the income tax will be assessed upon the amount returned after deducting such sums as are exempted from the income tax, as aforesaid: *Provided*, That the exemption of $1,000, under Sec. 90, of the Excise Law, shall not be allowed on account of any minor or other beneficiary of a trust, except upon the statement of the guardian or trustee, made under oath, that the minor or beneficiary has no other income from which the said amount of $1,000 may be exempted and deducted.

Whenever persons liable to assessment of income tax shall make and tender lists which shall not be accepted by the Assistant Assessor as just and proper, it is the duty of such Assistant Assessor to make lists for such persons according to the best information he can obtain. Persons so assessed may make oath or affirmation as to the amount of income and deductions therefrom.

Persons receiving rent may deduct therefrom the amount paid for necessary repairs, insurance, and interest on encumbrances upon such rented property. The cost of new structures, or improvements to buildings, are not to be deducted from the income. Repairs to sewers, etc., may be deducted, but the cost of constructing them, or the assessment therefor being in the nature of improvements upon the property, cannot be deducted.

Profits or dividends derived from stock, shares or property in gas, bridge, express, telegraph, steamboat, ferry-boat, or manufacturing companies or corporations, are subject to income tax.

Farm produce which the producer has on hand on the 31st day of December, must be appraised at its market value on that day; but the farmer is allowed to deduct therefrom the subsistence of horses, mules, oxen and cattle used exclusively in the carrying on of said farm. Fertilizers, as guano, poudrette, plaster, &c., purchased by farmers to maintain their land in present produc-

tive condition will be considered as "repairs," and may be deducted in estimating income.

A merchant's return of income should cover the business of the year ending December 31st, excluding previous years. Uncollected accounts must be estimated. Debts considered hopelessly lost on the 31st of December, and due to the business of the year which closes on that day, may be deducted from the profits of the business; if subsequently paid, they must be included in the return for the year in which paid. Old debts formerly considered lost, but paid within the year, must be reckoned a part of the income. Losses incurred in the prosecution of business are a fair offset to gains derived from business, but not to those portions of income derived from fixed investments, such as bonds, mortgages, rents, and the like. Property used in business, and furnishing profits, when destroyed by fire, may be restored at the expense of those profits to the condition when destroyed; if insured, the difference between insurance received and amount expended in restoration will be allowed.

Interest on borrowed capital used in business may be deducted from income. No deduction can be allowed from the taxable income of a merchant for compensation paid for the services of a minor son.

The income tax is assessed upon the actual income of *individuals*. *Firms*, as such, will not make returns.

The income tax must be assessed and paid in the district in which the assessed person resides. The place where a person votes, or is entitled to vote, is deemed his residence. When not a voter, the place where tax on personal property is paid is held to be the place of residence.

In cases of limited partnerships, formed with the condition that no dividend or division of profits shall be made until the expiration of the partnership, each member of such firm will be required to return his share of the annual profits arising from such business, as, had they so desired, a division of the profits could have been made.

Physicians and lawyers should include actual receipts for services rendered during the year ending December 31st, together with an estimate of unrealized or contingent income due to that year.

Dividends and interest payable in a given year should be returned as income for that year, no matter when declared.

Income derived from coal mines, or the rent of coal mines, must be returned for tax, although a tax has been previously paid on the coal produced. No deduction can be made because of the diminished value, actual or supposed, of the coal vein or bed, by the process of mining.

Premiums paid for life insurance cannot be allowed as a deduction in a statement of income.

Pensions received from the United States Government must be returned with other income subject to taxation, and pays three or five per cent., like other income.

Where income is derived partly from United States securities, and partly from other sources, the $1,000, and other allowances made by law shall be deducted, as far as possible, from that portion of income derived from other sources, and subject to three or five per cent. tax.

Interest should be considered as income only when paid, unless it is collectable and remains unpaid by the consent or agreement of the creditor.

The increased value given a new building by permanent improvements will be charged to capital—not income.

The contingent fund of manufacturing corporations made up during the year and not distributed, should not be returned as part of the income of the stockholders.

The income of literary, scientific, or other charitable institutions in the hands of trustees or others, is not subject to income tax.

If a planter returns all his farm products, he will be allowed to deduct the actual expense of subsisting and clothing his help.

Legatees are not required to return their legacies as income. There is a special tax on legacies of personal property.

The profits of a manufacturer from his business are not exempt from income tax, in consequence of his having paid the excise tax imposed by law upon articles manufactured by him.

Timber or wood cut from a wood lot for sale is liable to income tax, on the receipt of the money for its sale. The amount

of income accruing from it must be ascertained by assessing the value of the land after the removal of the timber or firewood, and adding thereto the sum received from the sale of the timber or wood, and from the sum thus obtained deducting the estimated value of the land on the 31st of December next ensuing. In cases where assessors have good reason to believe that persons have not an income of $1,000, no return need be required.

Assessors have no authority to prescribe rules to be observed by merchants and others for ascertaining the amount of income derived from their business. If, however, the Assessor or Assistant Assessor has good reason to believe that any return is understated, he may increase the same to such sum as he thinks proper, and if the party is not satisfied he may obtain relief by making oath to the amount on which he is liable to income duty, and such sworn return is to be accepted by the Assessor.

All foreigners resident in the United States will be required to make return of and pay income tax on that portion of their income derived from sources within the United States, and from investments elsewhere, other than in real estate.

Amounts paid for water-rents are not to be considered as taxes, nor are they to be allowed as deductions from income.

The income tax is entirely independent and irrespective of the license tax, and is imposed upon that portion of the entire sum which exceeds $1,000, after making deductions allowed by law.

Fathers should include salaries or wages received by minor children in returns of income.

The owner of a ship should return as income the entire earnings of the ship received during the year for which the tax is paid, no matter when the voyage commenced. In the case of a whole ship, the total yield if received during the year, even if her voyage had lasted two, three, or four years, must be reckoned.

A person engaged in navigation and owning vessels, may balance the gains and losses on this branch of his business as a whole, setting the gains of one against the losses of another, including even the entire loss of a vessel by capture, shipwreck, or other disaster, on which there was no insurance.

Where ship-owners have insured themselves, charging off five

or seven per cent. per annum for the loss or depreciation of their vessels, that deduction must be made from the income, and will not be subject to tax.

Premiums paid for life insurance are not to be deducted from income. Family and personal expenses are not to be deducted, except as previously specified.

If a trust fund is held for general religious purposes and divided in proportions which are unsettled, or which are determined by circumstances, it will not be taxed in the hands of trustees, but in the income of the persons receiving the dividends; but if the fund is solely for the support of a particular person, or persons, it is liable to taxation, whether in the hands of trustees or the beneficiary.

The amount paid by an executor or administrator to a trustee is not liable to a second tax in the hands of the latter as income, but is considered as principal, the income from which when derived must be returned by him.

The assessment paid on a pew in a church should be considered as in the nature of a contribution and not a tax, and neither this nor the rental of a pew can be deducted from the income.

Taxes paid by corporations cannot be allowed as deductions from the income of a stockholder.

Marriage fees, gifts from members of a congregation to their pastor, &c., are taxable as income when the gifts or donations are in the nature of compensation for services rendered, whether in accordance with an understanding to that effect at the time of settlement or with an annual custom.

Gifts of money from father to son, when not in the nature of payment for services rendered, or not in pursuance of an attempt to evade the revenue laws, are not liable to taxation as income.

An assessor may require returns of income from persons sojourning in his district for a few months at a time, and transmit the same to the assessors of the several districts in which the parties reside.

The removal of a rotten and worthless roof to replace it with a new one is to be regarded as repairs, but the removal of an an-

tiquated roof and the substitution of a more modern one, raising the walls to conform thereto, this would be "an improvement" of the property, and could not be deducted from the income.

A foreign consul residing in this country is liable to excise duties, and also to income tax, except as to rents derived from real estate not within our jurisdiction.

The Shaker Institution at New Lebanon (and probably other Shaker establishments) is allowed to deduct $1,000 for each male covenanting member, these being about one-fifth of the whole community.

The rate of taxation (whether three or five per cent.) to which an income is subject, will be determined by the net amount after those deductions are made which have been specified, but the rate must be determined before the $1,000 allowed by law is deducted.

All persons neglecting or refusing to make return of income, except in case of sickness, are liable to an addition of fifty per cent. to the amount ascertained by the assistant assessor upon such information as he can obtain, and to a fine of $100.

Income returns are to be made out in the month of March, and the income tax is to be paid before the thirtieth day of April, following, under a penalty of five per cent. additional.

All papers necessary to be used for the collection from the Government of claims by soldiers or their legal representatives of the United States, for pensions, back pay, bounty, or for property lost in the service, require no stamps.

Internal Revenue Stamp Duties.

Stamp Duty.

Acknowledgment of Deeds. (See Exemptions.)

Accidental Policies of Insurance. (See Exemptions.)

Affidavits. (See Exemptions.)

Agreement or contract, other than domestic and inland bills of lading, and those specified in this schedule; any appraisement of value or damage, or for any other purpose; for every sheet or piece of paper upon which either of the same shall be written $0 05

Provided, That if more than one appraisement, agreement or contract, shall be written upon one sheet or piece of paper, five cents for each and every additional appraisement, agreement, or contract.

Applications for Bounties.....Exempt.

Applications for Pensions.....Exempt.

Assignment, of lease, stamp duty the same as on original instrument, increased by stamp duty on the consideration or value of the assignment equal to that imposed upon the conveyance of land for similar consideration or value. (See *proviso* to "Mortgage.")

Assignment or transfer of mortgage, or policy of insurance, or the renewal or continuance of any agreement, contract, or charter, by letter or otherwise, is subject to the same duty as the original instrument. (See *proviso* to "Mortgage.")

Assignment, ordinary, as of bond, without guaranty .....Exempt.

Bank Check, draft, or order for the payment of any sum of money whatsoever, drawn upon any bank, banker or trust company, or for any sum exceeding $10 drawn upon any other person or persons, companies or corporations, at sight or on demand .. 02

Bill of Exchange (inland), draft or order for the payment of any sum of money, not exceeding $100, otherwise than at sight or on demand, or any promissory note (except bank notes issued for circulation, and checks made and intended to be forthwith presented, and which shall be presented to a bank or banker for payment), or any memorandum, check, receipt or other written or printed evidence of an amount of money to be paid on demand, or at a time designated, for a sum not exceeding $100..... $0 05

And for every additional $100 or fractional part thereof in excess of $100..... 05

Bill of Exchange (foreign), or letter of credit, drawn in but payable out of the United States. If drawn singly or otherwise than in a set of three or more, according to the custom of merchants and bankers, shall pay the same rates of duty as inland bills of exchange or promissory notes.

If drawn in sets of three or more, for every bill of each set, where the sum made payable shall not exceed $100, or the equivalent thereof, in any foreign currency in which such bills may be expressed, according to the standard of value fixed by the United States..... 02

And for every additional $100 or fractional part thereof in excess of $100..... 02

[The acceptor or acceptors of any bill of exchange or order for the payment of any sum of money drawn, or purporting to be drawn, in any foreign country, but payable in the United States, shall, before paying or accepting the same, place thereupon a stamp indicating the duty upon the same, as the law requires for inland bills of exchange, or promissory notes; and no bill of exchange shall be paid or negotiated without such stamp; and if any person shall pay or negotiate, or offer in payment, or receive or take in payment, any such draft or order, the person or persons so offending shall forfeit the sum of $200.

Bill of Lading or receipt (other than charter party), for any goods, merchandise or effects to be exported from a port in the U. S. to any foreign port, but not to or from ports in British N. America 0 10

Bill of Sale by which any ship or

Stamp Duty.

vessel or any part thereof, shall by conveyed to or vested in any other person or persons, when the consideration shall not exceed $500... ..... $0 50

Exceeding $500, and not exceeding $1,000..... ..... 1 00

Exceeding $1,000, for every additional amount of $500, or fractional part thereof..... 50

Bond, for indemnifying any person for the payment of any sum of money where the money ultimately recoverable thereupon is $1,000 or less..... 50

Where the money ultimately recoverable thereupon exceeds $1,000, for every additional $1,000 or fractional part thereof in excess of $1,000..... 50

Bond for the due execution and performance of the duties of any office 1 00

Bonds of any description, other than such as may be required in legal proceedings, or used in connection with mortgage deeds, and not otherwise charged in this schedule..... 25

Bond and Mortgage. (See "Mortgage.")

Bounty Applications. (See Exemptions.)

Certificate of Stock in any incorporated company..... 25

Certificates of Profits, or any certificate or memorandum showing an interest in the property or accumulations of any incorporated company, if for a sum not less than $10 and not exceeding $50. 0 10

Exceeding $50 and not exceeding $1,000..... .. 25

Exceeding $1,000, for every additional $1,000 or fractional part thereof..... 25

Certificate.—Any certificate of damage, or otherwise, and all other certificates or documents issued by any port warden, marine surveyor, or other person acting as such..... 25

Certificate of Deposit of any sum of money in any bank or trust company, or with any banker or person acting as such:

If for a sum not exceeding $100 02

If for a sum exceeding $100... 05

Certificate of any other description than those specified 05

[N.B.—As a general rule, every certificate which has, or may have, a legal value in any court of law or equity, will require a a stamp duty of 5 cents.]

Stamp Duty.

Certificates of measurement of wood, hay, coal, live stock, etc. (See Exemptions.)

Certificate of Record of Deed. (See Exemptions.)

Charter Party.—Contract or agreement for the charter of any ship or steamer, or any letter, memorandum, or other writing between the captain, master or owner, or person acting as agent of any ship, or vessel, or steamer, and any other person or persons for or relating to the charter of such ship or vessel, or steamer, or any renewal or transfer thereof, if the registered tonnage of such ship, vessel or steamer, does not exceed 150 tons..... $[illegible] 0

Exceeding 150 tons and not exceeding 300..... 1 00

Exceeding 300 tons, and not exceeding 600 tons..... 2 00

Exceeding 600 tons. ..... 1[illegible] 00

Contract. (See "Agreement.")

Contract.—Broker's note or memorandum of sale of any goods or merchandise, exchange, real estate, or property of any kind or description issued by brokers or persons acting as such, for each note or memorandum of sale.... 0 10

Bill, or memorandum of the sale or contract for the sale of stocks, bonds, gold or silver bullion, coin, promissory notes, or other securities, shall pay a stamp tax at the rate provided in section 99.

Conveyance, deed, instrument or writing, whereby any lands, tenements, or other realty sold, shall be granted, assigned, transferred, or otherwise conveyed to, or vested in, the purchaser or purchasers, or any other persons, by his, her, or their direction when the consideration or value of the interest or property conveyed does not exceed $500..... 50

When the consideration or value exceeds $500, and does not exceed $1,000..... ..... 1 00

And for every additional $500, or fractional part thereof in excess of $1,000..... 50

[N.B.—In conveyance of real estate, the law provides that the stamp affixed must answer to the *value* of the estate or interest conveyed.

No stamp is required on any warrant of attorney accompanying a bond or note, when such bond or note has affixed thereto

Stamp Duty.

the stamp or stamps denoting the duty required; and whenever any bond or note is secured by mortgage, but one stamp duty is required on such papers, such stamp duty being the highest rates required for such instruments, or either of them. In such case, a note or memorandum of the value or denomination of the stamp affixed should be made upon the margin or in the acknowledgment of the instrument which is not stamped.]

Entry of any goods, wares or merchandise, at any custom-house, either for consumption or warehousing, not exceeding $100 in value..... $0 25

Exceeding $100, and not exceeding $500 in value..... 50

Exceeding $500 in value..... 1 00

Entry for the withdrawal of any goods or merchandise from bonded warehouse..... 50

Insurance (Life).—Policy of insurance, or other instrument, by whatever name the same shall be called, whereby any insurance shall be made upon any life or lives:

When the amount insured shall not exceed $1,000..... 25

Exceeding $1,000, and not exceeding $5,000..... 50

Exceeding $5,000..... 1 00

Insurance (Accidental), certificate of. (See Exemptions.)

Insurance (Marine, Inland and Fire).—Each policy of insurance or other instrument, by whatever name the same shall be called, by which insurance shall be made or renewed upon property of any description, whether against perils by the sea or by fire, or other peril of any kind, made by any insurance company, or its agents, or by any other company or person, the premium upon which does not exceed $10..... 10

Exceeding $10, and not exceeding $50..... 25

Exceeding $50..... 50

Lease, agreement, memorandum, or contract for the hire, use, or rent of any land, tenement, or portion thereof, where the rent or rental value is $200 per annum, or less..... 50

Where the rent or rental value exceeds the sum of $200 per annum, for each additional $200 or fractional part thereof in excess of $200..... 50

Stamp Duty

[N.B.—Lease of coal and iron lands, subject to duty under head of "Conveyance," perpetual lease, subject to stamp under head of "Conveyance,"—the stamp duty to be measured by resolving the annual rental into a capital sum.

Clause of a guarantee of payment of rent, incorporated or indorsed, 5 cents additional.]

Letters of Credit. (See "Bills of Exchange, foreign.")

Letters of Administration. (See "Probate of Will.")

Manifest for Custom-house entry or clearance of the cargo of any ship, vessel, or steamer for a foreign port:

If the registered tonnage of such ship, vessel or steamer does not exceed 300 tons..... $1 00

Exceeding 300 tons, and not exceeding 600 tons..... 3 00

Exceeding 600 tons..... 5 00

Mortgage of lands, estate or property, real or personal, heritable or movable, whatsoever, where the same shall be made as a security for the payment of any definite and certain sum of money lent at the time, or previously due and owing, or forborne to be paid, being payable; also, any conveyance of any lands, estate, or property whatsoever, in trust, to be sold, or otherwise converted into money, which shall be intended only as security, and shall be redeemable before the sale or other disposal thereof, either by express stipulation or otherwise; or any personal bond given as security for the payment of any definite or certain sum of money exceeding $100 and not exceeding $500..... 50

Exceeding $500, and not exceeding $1,000..... 1 00

And for every additional $500, or fractional part thereof, in excess of $1,000..... 50

Provided, that upon each and every assignment or transfer of a policy of insurance, or the renewal or continuance of any agreement, contract or charter, by letter or otherwise, a stamp duty shall be required and paid equal to that imposed on the original instrument: *And provided further*, That upon each and every assignment of any lease a stamp duty shall be required and paid equal to that im-

Stamp Duty.

posed on the original instrument, increased by a stamp duty on the consideration or value of the assignment equal to that imposed upon the conveyance of land for similar consideration or value.

Upon every assignment or transfer of a mortgage the same stamp-tax upon the amount remaining unpaid thereon as is herein imposed upon a mortgage for the same amount.

Passage Ticket, by any vessel from a port in the United States to a foreign port, not exceeding $35 . $0 50

Exceeding $35, and not exceeding $50 ..... 1 00

And for every additional $50, or fractional part therefor in excess of $50 ..... 1 00

Pension Papers. (See Exemptions.)

Power of Attorney for the sale or transfer of any stock, bonds or scrip, or for the collection of any dividends thereon 25

Power of Attorney, or proxy for voting at any election for officers of any incorporated company or society, except religious, charitable, or literary societies, or public cemeteries 10

Power of Attorney to receive or collect rent 25

Power of Attorney to sell and convey real estate, or to rent or lease the same 1 00

Power of Attorney for any other purpose 50

Probate of Will, or letters of administration: Where the estate and effects for or in respect of which such probate or letters of administration applied for shall be sworn or declared not to exceed the value of $2,000, but no stamp required where value does not exceed $1,000 ..... 1 00

Exceeding $2,000, for every additional $1,000, or fractional part thereof in excess of $2,000 50

[N.B.—The bonds of Executors, Administrators, Trustees and Guardians are each subject to a stamp duty of 1.00.]

Letters of Appointment....Exempt.

Certificate of Appointment... 05

Promissory Note, or memorandum check, receipt, or other written or printed evidence of an amount of money to be paid on demand, or at a time designated, whether given for *twenty* dollars or an amount more or *less* than twenty dollars, also judgment notes, are

Stamp Duty.

subject to the same stamp duty as "Bills of Exchange, Inland."

[A renewal of a Promissory note subjects it to the same amount of stamp duty as an original note.]

Protest.—Upon the protest of every note, bill of exchange, acceptance, check, draft, or any marine protest, whether protested by a notary public or by any other officer who may be authorized by the law of any State or States to make such protest. ... $0 25

Quit-Claim Deed should be stamped as "Conveyance," except when given as "release of mortgage," in which case it is exempt.

Receipts for any sum of money, or for the payment of any debt exceeding $20 in amount, being for the satisfaction of any mortgage or judgment, or decree of any court, or by indorsement on any stamped obligation in acknowledgment of its fulfillment, for each receipt 02

Provided, That when more than one signature is affixed to the same paper, one or more stamps may be affixed thereto, representing the whole amount of the stamp required for such signatures; and that the term money, as herein used, shall be held to include drafts and other instruments given for the payment of money.

Release, discharge and satisfaction or mortgage.....Exempt.

Sheriff's Return on writ or other process.....Exempt.

Trust Deed, made to secure a debt, is to be stamped as a mortgage.

Trust Deed, conveying estate to uses, should be stamped as "Conveyance."

[N.B.—A mortgage or trust deed being duly stamped as "Mortgage," is not subject to further stamp duty by virtue of a power of attorney or power of sale contained therein.]

Weighers' returns, if for a weight not exceeding 5,000 pounds..... $0 10

Exceeding 5,000 pounds..... 25

Postal Rates and Regulations.

LETTERS.—The law requires postage on all letters (including those to foreign countries when prepaid), excepting those written to the President or Vice-President, or members of Congress, or (on official business) to the chiefs of the executive departments of the government, and the heads of bureaux and chief clerks, and others invested with the franking privilege, to be prepaid by stamps or stamped envelopes, prepayment in money being prohibited.

All drop-letters must be prepaid. The rate of postage on drop-letters, at offices where free delivery by carrier is established, is two cents per half ounce or fraction of a half ounce; at offices where such free delivery is *not* established, the rate is one cent.

The single rate of postage on all domestic mail letters throughout the United States is three cents per half ounce, with an additional rate of three cents for each additional half ounce or fraction of a half ounce. The ten cent (Pacific) rate is abolished.

To and from Canada and New Brunswick, 10 cents per half ounce, irrespective of distance.

To and from other British North American Provinces, for distance not over 3,000 miles, 10 cents, over 3,000, 15 cents.

For every additional half ounce, or fraction of a half ounce, an additional rate is charged. Prepayment is optional on all letters for the British North American Provinces except Newfoundland, to which prepayment is compulsory.

Persons mailing letters may write on them a request to the postmaster to return if not delivered in any number of days they may choose to mention, and it is the duty of the p.m. to do so.

NEWSPAPERS, ETC.—Letter postage is to be charged on all handbills, circulars, or other printed matter which shall contain any manuscript writing whatever.

Daguerreotypes, when sent in the mail, are to be charged with letter postage by weight.

Photographs on cards, paper, and other flexible material (not in cases), can be sent at the same rate as miscellaneous printed matter—viz. two cents for each four ounces, or fraction thereof.

Photographic albums are chargeable with book postage—four cents for each four ounces, or fraction thereof.

NEWSPAPER POSTAGE.—Postage on *daily papers* to subscribers when prepaid quarterly or yearly in advance, either at the mailing office or office of delivery, per quarter (three months), 35 cents; six times per week, per quarter 30 cents; for tri-weekly, per quarter 15 cents; for semi-weekly, per quarter 10 cents; for weekly, per quarter 5 cents.

Weekly newspapers (one copy only) sent by the publisher to actual subscribers within the county where printed and published, *free*.

Postage per quarter (to be paid quarterly or yearly in advance) on newspapers and periodicals *issued less frequently than once a week*, sent to actual subscribers in any part of the United States:

Semi-monthly, not over 4 oz. 6 cents; over 4 oz. and not over 8 oz. 12 cents; over 8 oz. and not over 12 oz. 18 cents; monthly, not over 4 oz. 3 cents; over 4 oz. and not over 8 oz. 6 cents; over 8 oz. and not over 12 oz. 9 cents; quarterly, not over 4 oz. 1 cent; over 4 oz. and not over 8 oz. 2 cents; over 8 oz. and not over 12 oz. 3 cents.

TRANSIENT MATTER.—Books, not over 4 oz. in weight, to one address, 4 cents; over 4 oz. and not over 8 oz. 8 cents; over 8 oz. and not over 12 oz. 12 cents; over 12 oz. and not over 16 oz. 16 cents.

Circulars, not exceeding three in number, to one address, 2 cents; over three and not over six, 4 cents; over six and not over nine, 6 cents; over nine and not exceeding twelve, 8 cents.

On miscellaneous mailable matter, (embracing all pamphlet, occasional publications, transient newspapers, hand-bills and posters, book manuscripts and proof-sheets, whether corrected or not, maps, prints, engravings, sheet music, blanks, flexible patterns, samples and sample-cards, phonographic paper, letter envelopes, postal envelopes, or wrappers, cards, paper, plain or ornamental, photographic representations of different types, seeds, cuttings, bulbs, roots, and scions,) the postage to be prepaid by stamps, is, on one package, to one address, not over 4 oz. in weight, 2 cents; over 4 oz. and not over 8 oz. 4 cents; over 8 oz. and not over 12 oz. 6 cents; over 12 oz. and not over 16 oz. 8 cents. The weight of packages of seeds, cuttings roots and scions, to be franked, is limited to thirty-two ounces.

[*All* printed matter (except single copies of *newspapers, magazines and periodicals* to regular subscribers) sent *via* overland mail, is to be charged at *letter postage* rates.]

Any word or communication, whether by printing, writing, marks or signs, upon the cover or wrapper of a newspaper, pamphlet, magazine, or other printed matter, other than the name and address of the person to whom it is to be sent, and the date when subscription expires, subjects the package to letter postage.

LETTER POSTAGE TO FOREIGN COUNTRIES.—For each half ounce: To England, Ireland, and Scotland, 24 cents; to France and Algeria, by French mails, 15 cents quarter ounce. By the Bremen or Hamburg mails, the postage to Bremen and Hamburg is 10 cents; to Frankfort and Wurtemburg, 15 cents; to the German States, Prussia, Austria, and its States, and Lombardy, 15 cents; to the Sardinian States, 23 cents; to Papal States, 28 cents; to the Two Sicilies, 22 cents; to Denmark, 20 cents; to Sweden, 33 cents; to Norway, 38 cents; to Russia, 29 cents. By the Prussian closed mails, or by French mail, the postage to these countries is higher. The prepayment of letters to them, excepting to the Two Sicilies, is optional; as also to Canada and the British North American States, where the postage is 10 cents under 3,000 miles, and 15 cents over. To the following, postage must be prepaid: To British West Indies, Aspinwall, Panama, and Mexico, 10 cents under 2,500 miles, 20 cents over; to New Granada, 18 cents; to Peru, 22 cents; to Ecuador, Bolivia, and Chili, 34 cents; to Sandwich Islands, New South Wales, and China, by mail to San Francisco, thence by private ship, 10 cents; to China and Australia *via* England, 33 and 45 cents, *via* Marseilles, 35 and 57 cents.

Postal Money Order System.

HOW TO OBTAIN MONEY ORDERS.—Orders may be given at any office authorized to transact this business, for one dollar up to fifty dollars. The following blank, with explanatory notes which accompany it, gives a very plain idea of the process by which orders may be obtained:

Application for Money Order.

(To be filled up by the applicant.)

No. —, Amount, $——.

Date, ——, ——, 186—.

Money Order.

Required for the sum of $——, payable at ——, State of ——. Payable to ——, residing at ——, State of ——. Sent by ——, residing at ——, State of ——. Entered in register.

————————, Postmaster.

NOTE.—The applicant must, in all cases, give his own Christian name in full; and when the Christian name of the payee is known, it should be so stated; otherwise initials may be used. The Christian names of married women must be given, and not those of their husbands.

Names of parties and places, and the sums, to be written in the plainest possible manner.

As there are several places of the same name in the United States, remitters must be careful to indicate which of them they mean; and the Postmaster will satisfy himself before writing out the order, that the place indicated is the one intended.

On the back of the application are the rates of commission, as follows:

RATES OF COMMISSION CHARGED FOR MONEY ORDERS.

On orders not exceeding $20—10 cents. Over $20 and not exceeding $50—25 cents.

No single order issued for less than $1 or more than $50; and no fraction of cents to be introduced in an order. No orders to be issued on credit.

These orders are only payable by the Postmaster at the office upon which it is drawn. Payment of all orders should be obtained before the expiration of ninety days from the date of issue.

The Post Office Department will not be responsible for the payment of claims already collected, no matter who presents the order, and if the official forms be mutilated in any way, there may be difficulty in obtaining payment.

Instructions are endorsed on the back of each order, which will enable parties to proceed in the business intelligently.

CUSTOM-HOUSE REGULATIONS.

Manifests of Ships—Foreign and American Vessels—Tonnage Duties—Coasting Trade and Fisheries—Arrivals and Clearances—Entry of Goods at Custom-house—Warehousing Goods.

1. *Vessels of the United States coming from foreign ports.*—No vessel from a foreign port can enter and discharge her cargo except at one of the ports of entry or delivery established by Congress.

No goods can be brought into the United States from a foreign port, in any vessel belonging in whole or in part to a citizen of the United States, unless the master of such vessel shall have on board a written manifest, signed for him, containing, 1st. The name of the place where the goods were taken on board and also that to which they are consigned; 2d. The name, description, and build of the vessel; 3d. Her tonnage and the names of the owner and master; 4th. A particular account of the goods and the names of the parties to whom they are consigned, which must correspond with the bills of lading; and, 5th. The names of the passengers and a description of their baggage, and a statement of the remaining stores, if any.

All merchandise not included in the manifest is forfeited, and may be seized by the custom officers.

The master of the vessel, on his arrival in port, must deliver a copy of the manifest to the first officer of the customs who may come on board; this officer certifies to its receipt on the original manifest, which the master must deliver to the collector of the port. If the original be shown without such certificate, the master must swear that no copy was called for by the officers. After the visit of the first officer, it is sufficient to show the original, with the endorsements, to other officers.

Any vessel from a foreign port, unloading goods within four leagues of the United States coast, or within the limits of any district of the United States, without authority from the officers of the port, the master and mate of such vessel forfeit one thousand dollars each for each offence, and the goods themselves are forfeited to the Government, and may be seized by the custom officers—except such unloading arise from accident, necessity, or stress of weather—which fact must be made known to the collector, and proved under oath by the master mate, and one other officer or mariner.

Any master refusing to exhibit the manifest, or delivering a true copy of the same to the proper officer, or neglecting or refusing to inform such officer of the true destination of the vessel, is finable in the sum of five hundred dollars for each offence.

It is the duty of the master of every American vessel from a foreign port to have his manifest made out at the time of leaving such port. The time of lading is the most proper for making out a manifest of the cargo. The master is finable in the sum of five hundred dollars if his manifest is not ready to exhibit to any custom officer who may board his vessel within four leagues of the coast.

In case any package reported in the manifest be not found on board; in case the merchandise do not perfectly agree with the manifest; in case the master cannot prove, to the satisfaction of the collector and naval officer of the port, or, when on trial, to the satisfaction of the court, that no part of the merchandise of the vessel has been unladen since it was taken on board, except as specified in the manifest, or that the disagreement is owing to accident or mistake, he is liable to a fine of five hundred dollars.

If any part of the cargo of a vessel be unladen before entry, and received on another vessel or boat, except in case of accident, necessity, or stress of weather, which must be duly notified and proved, the person in charge of such vessel or boat, and all who aid or assist him, forfeit three times the value of the merchandise, and the boat also.

On the arrival of a vessel from a foreign port, the master is required to exhibit a certified copy of his crew-list to the first boarding officer, who must examine and compare the list with the men on board, and report to the collector, who will transmit a copy of such list to the collector of the port from which the vessel originally sailed.

The master of a vessel coming from a foreign port is also required, before the vessel can be entered, to exhibit to the collector a true account of the number of seamen employed on board since her last entry at any port of the United States, and pay the collector twenty cents per month for every seaman so employed.

In every vessel of the United States engaged in foreign trade the officers and two-thirds of the crew must be citizens of the United States, or not the subjects of any foreign power.

The master of any vessel arriving at any port of the United States from a foreign country, must at the time of delivering the manifest of his cargo, also deliver a list of all passengers taken on board the vessel

at any foreign port, and this list must specify the ages, sex, and occupation of each, the part of the vessel occupied by them, the countries to which they severally belong, the country or state of which they intend to become inhabitants, and whether any and what number have died during the voyage.

Before an entry can be made the register or other document in lieu of register, and the clearance and other papers granted by the officers of customs to the vessels at the port of departure (except Mediterranean passports), must be deposited with the collector and remain in his office till a clearance is granted. He must also declare under oath whether any of his crew have been employed or detained by any foreign power.

A foreign duty of *ten cents* per ton of the measurement of all ships, vessels, or steamers coming into the United States from any foreign port or place, is by the Act of July 14th, 1862, collectable, and must be paid to the collector at the time of entry. It is provided, however, that this tax on tonnage duty shall be paid but once a year on any vessel or steamer having a license to trade between different districts of the United States, or to carry on the bank, whale or other fisheries, while employed therein, or on any vessel or steamer to or from any port in Mexico, the British provinces of North America, or any of the West India Islands; and also that nothing contained in this act should impair any rights and privileges which have been or might be acquired by any foreign nation under the laws and treaties of the United States relative to the duty and tonnage of vessels.

2. *Foreign vessels entering United States ports.*—When a foreign vessel comes into a United States port, her registry or other document in lieu thereof, together with the clearance and other papers granted by the officers of customs at her port of departure, must be produced, before entry, to the collector of the port with whom the entry is to made, and the master of the vessel must within forty-eight hours after such entry, deposit the papers with the consul of the nation to which the vessel belongs, and deliver to the collector the certificate of the consul that the papers have been so deposited, and a failure to do so will be punished by a fine of not less than $500 to $2000. These papers cannot be returned to the master by the consul, till he brings a clearance in due form from the collector of the port. This regulation does not apply to vessels of foreign nations in whose ports United States consuls are not permitted to have the custody of papers of vessels of the United States entering the ports of such nations.

Before making entry or breaking bulk of any vessel arriving in any port of the United States, all letters on board such vessel must be delivered into the nearest post-office; and the collector and other officers of the customs are authorized to examine and search every vessel for letters which may be on board, or have been carried and transported contrary to law. The penalty for breaking bulk before due delivery of all the letters at the post-office, is a fine not exceeding $100. All letters or packages suspected of containing articles liable to duty, whether directed to the owner, consignee, or other persons, must be deposited at the custom-house in charge of an officer of the customs, and notice given to the persons to whom they are directed, to cause the same to be opened in the presence of such officer as the collector may designate for that purpose.

Any vessel which having arrived from any foreign port within the limits of any collection district of the United States shall depart or attempt to depart from the same, before making report or entry, unless to proceed to some more interior district to which she may be bound (*i. e.* to some district within the inlets of the adjacent country, as Albany from New York, or St. Louis from New Orleans), shall be arrested and brought back by the direction of the custom-house officers, and the master or other person in charge shall forfeit and pay the sum of $400. This seizure and fine shall not, however, be enforced if it is proven that such departure or attempt to depart was occasioned by stress of weather, pursuit, or search of enemies, or other necessity.

Within twenty-four hours after the arrival of any vessel from a foreign port within any port of the United States where an officer of the customs resides, the master must make report of his arrival to such officer, and within forty-eight hours after arrival he must make a further report, under oath, of all the particulars required to be inserted in the manifest.

Where any vessel has distilled spirits, wines, or teas on board, the master of the vessel must within forty-eight hours after his arrival at a United States port, report in writing, to the surveyor, the foreign port or place from which he last sailed, the name, burden, denomination of the vessel, and his own name, to what nation the vessel belongs, and the quantity and kinds of spirits, wines, and teas on board, the number of packages containing the same, with their marks and numbers, and the quality and kinds of spirits, wines, and teas, on board, as sea-stores, on pain of forfeiting the sum of $500, and the spirits, etc. so omitted. The master or other person in command, who neglects or

omits to make said reports or either of them, and the declaration or declarations, or to take the oath above required, forfeits and must pay for each offence the sum of $1000.

War vessels and vessels employed only as mail packets, and not for the transportation of merchandise in the way of trade, are not required to report and enter on their arrival in the United States.

Vessels having a cargo which shall appear from the manifest to be destined for any foreign port or place, coming voluntarily into a United States port, are not required to pay or secure the duties upon such of the merchandise as shall be so reëxported in the same vessel; but the master or person in charge of the vessel is required first to give bond to the satisfaction of the collector, with one or more sureties in a sum equal to the estimated amount of the duties on the merchandise on board, that no part of the cargo shall be landed within the United States unless the entry shall first be made and the duties paid or secured according to law.

Where merchandise brought from a foreign port is destined for several different ports or collection districts (as for instance on the Mississippi river), the vessel may proceed from district to district, in order to the landing or delivery thereof, the duties on such goods only as are landed or delivered in any district to be paid or secured in such district; but the master of the vessel must procure from the collector of each district a copy of the report and manifest, certified by said collector, to which must be annexed a certificate of the quantity and particulars of the goods landed within his district, or of the goods remaining on board upon which duties are to be paid or secured, in some other district, and failing to do this or to exhibit it to the collector of the district to which he may next proceed within forty-eight hours after his arrival, he will incur a penalty of $500.

Where a vessel from a foreign port is compelled by stress of weather or other necessity to put into a port or place other than that of her destination, and is compelled to unlade partly or wholly in consequence of injury of the vessel or the perishable character of her cargo, or any other necessity, the master or other person in charge, together with the mate, must make protest in the usual form upon oath, before the collector of the district or other person duly authorized, setting forth the causes or circumstances of such necessity, within twenty-four hours after his arrival, or if not made before such officer then to be produced to him and a copy lodged with him subsequently; and thereupon a survey being made at the collector's order by port wardens or other

officers accustomed to ascertain the condition of vessels arriving in distress, or if there are no such officers, by the certificate of two reputable merchants, to be named by the collector for that purpose, the collector or naval officer will grant a permit to unlade so much of the cargo as may be necessary, and appoint an inspector to oversee the unlading and keep an account thereof, to be compared with the report of the master of the vessel; and the merchandise so unladen will be stored under the direction of the collector. Such portion of the cargo as may be of a perishable nature, or as may be necessary to defray the expenses of the vessel and her unlading, may be entered and the duties paid thereon by permission of the collector or naval officer, when there is one, and the remainder be reladen on board the vessel subject only to the charges for storage and safe keeping and the fees of the officers, as in other cases.

3. *Clearance of Vessels for Foreign Ports.*—Before a clearance can be granted to a vessel bound for a foreign port, the owners, shippers, or consignees of the cargo on board thereof, must deliver to the collector, under oath, manifests of the parts thereof shipped by them respectively, and that the values of the articles are truly stated according to their actual cost. The manifest must also specify the kind and qualities of the articles, and the value of the total quantity of each article. The master of such vessel before obtaining a clearance must also deliver to the collector under oath a manifest of all the cargo, and the value thereof, and must state on oath the foreign place for which the cargo is destined. He must also deliver to the collector a list containing the names, places of birth, and residence, and a description of the persons who compose his ship's company, to which list the oath or affirmation of the captain shall be annexed; and the collector must deliver to him a fair and certified copy of said list in one uniform handwriting without erasure or interlineation. He must also enter into bond with sufficient security, in the sum of $400, that he will exhibit the certified copy of his list to the first boarding officer at the first port of the United States at which he shall arrive on his return thereto, and then and there produce or account for the persons named therein, to the boarding officer.

The owners of a vessel bound on a foreign voyage, must obtain, before a clearance can be granted, from the collector of the district, a true and certified copy of the shipping articles, containing the names of the crew, written in a uniform hand without erasures or interlineations.

The master of a vessel bound to a foreign port, which departs without the delivery of its manifest to the collector and without obtaining from him a clearance, is subject to a fine of $500. Clearance of a vessel, having on board goods liable to inspection under the laws of the State, will not be granted till the master or other proper person produces the certificate of inspection and receipts for the payment of legal fees accruing on the vessel.

4. *Regulations of the Coasting Trade and Fisheries.*—The Acts of Congress of March 2d, 1819, and May 7th, 1822, relative to the coasting trade, divide the coast of the United States into three great coasting districts, viz.: 1. Between the eastern limits of the United States and the southern limits of Georgia; 2. Between the southern limits of Georgia and the river Perdido; 3d. Between the river Perdido and the western limits of the United States.

Vessels licensed for the coasting trade bound from one collection district to another in the same great coasting district or between a State in one and an adjoining State in another great district, having on board goods, wares, or merchandise, of the growth or *product of the United States only* (*except distilled spirits*), or distilled spirits not exceeding 500 gallons, or wine in casks not exceeding 250 gallons, or wine in bottles not exceeding 100 dozens, or sugar in casks or boxes not exceeding 3,000 lbs., or coffee in casks or bags not exceeding 1,000 lbs., or tea in chests or boxes not exceeding 500 lbs., or foreign merchandise, in packages, *as imported*, not exceeding in value $400, or foreign merchandise of any kind, including any or all of the articles before mentioned, the aggregate value of which does not exceed $800, the duties upon which have been paid or secured, may proceed from one place to another *within the limits aforesaid, without delivering a manifest of their cargo, or obtaining a permit to depart* from any officer of the customs. The master of such vessel is also exempted from making report or entry *on his arrival* at any port or place within the limits specified; but he may be required by any officer of the customs to exhibit *the manifest signed by himself*, and to give true information *whence the vessel last* sailed, and how long she has been in port.

The master of such vessel bound as above specified, and carrying a larger amount of foreign merchandise, or of distilled spirits, than the quantities or value above mentioned, must *previous to the departure* of the vessel, *make out and subscribe duplicate manifests of the whole cargo* on board; and if there be a collector of the customs or surveyor within five miles of the port where the vessel may be he must make

oath to the truth of such manifest, and that the duties on the foreign articles have been paid or secured, according to his best knowledge and belief; and on the arrival of the vessel at its port of destination, he must within twenty-four hours, if there is a collector or surveyor within five miles of the port, and within forty-eight hours if the distance is greater, and in either event before unlading any part of his cargo, exhibit and deliver to the collector or surveyor of the district, the *certified manifest* above specified, or if he has no certified manifest, then the duplicate manifest of his cargo, and in either case must make oath to its truth. On receiving this manifest, the collector or surveyor will grant a permit for unlading a part or the whole of the cargo as may be required; but in case a *part of the cargo only* is to be discharged, the collector or surveyor will endorse the articles so discharged on the manifest, and grant a permit to the master to proceed with the vessel to the place of her further destination.

If a master of a vessel employed in transporting goods coastwise, puts into a port other than that to which he is bound, he must within twenty-four hours after his arrival if he continues so long, report to the principal officer of the port his arrival, the place whence he came, and where he is bound, with an account of the lading on board his vessel.

When the certified manifest of the cargo of a coasting vessel has been lost or mislaid, the master of the vessel will be required to give bond for the payment within six months of the duties on the articles of foreign growth, or distilled spirits, as though said articles had been imported from a foreign country; but this bond may be canceled within six months by his producing a certificate from the collector or surveyor of the port from which he sailed, that such articles were legally exported in such vessel from said district.

Merchandise taken in at one port in the United States to be conveyed to another port within the same, under the provisions of the warehousing laws, as well as foreign duty-paid goods, are not to be held subject to duty by reason of the vessel having touched at a foreign port during the voyage; but the bond for the return of seamen and the crew-list are required, the same as in vessels bound on a foreign voyage.

All boats, sloops, or other vessels of the United States navigating the waters on the northern, north-eastern, and north-western frontiers of the United States are required to be enrolled and licensed, in such form as shall be prescribed by the Secretary of the Treasury.

5. *Synopsis of Laws regulating the Coasting Trade.* — Vessels of twenty tons and upward must be enrolled and licensed; if less than twenty tons, licensed only.

The license, in every case, is granted for one year, and must be renewed within three days of its expiration; or if it expire while the vessel is absent, within three days after its arrival. The penalty for neglect is $50.

Captains are required to exhibit their papers when demanded by an officer of the revenue. The penalty for refusing is $100.

Vessels engaged in the coasting trade, without papers, are subjected to foreign tonnage duty ($1 per ton), if laden with American produce or manufactures; and to forfeiture if laden with foreign merchandise.

The name of the vessel must be painted on her stern, with white letters three inches long, on a black ground, under a penalty of $20.

Every change of master must be reported to the collector of the port, and endorsed on the license, under a penalty of $10 to the new master.

Vessels laden with foreign merchandise, or distilled spirits, must have duplicate manifests, and procure a permit before unlading; penalty, $100. Also, on arrival from any port south of Georgia, whether laden with foreign or American produce.

A vessel trading with any district, or between any two or more districts north of the southern limits of Georgia, if laden wholly with American produce or manufactures, except distilled spirits, is not required to enter or clear; but must be provided with a manifest, under a penalty of $20; or if any part of her cargo be foreign produce, to a penalty of $40. Any refusal of a master to answer the inquiries of a revenue officer subjects him to a penalty of $100.

The enrollment and license expire whenever there is any change of owner or alteration in the rig or size; and it must be reported to the collector of the port, under the penalty of the forfeiture of the vessel.

Boats and lighters not being masted, or if masted, not decked, exclusively employed in the harbor, are not required to comply with the foregoing regulations.

6. *Regulations in regard to Tonnage Duties on Foreign Vessels.*—Vessels belonging to the following nations are admitted, under the provisions of law, treaties of commerce and navigation, or conventions, into the ports of the United States, on the same terms as vessels of the United States, with the produce or manufactures of their own or any other country:

Argentine Confederation, Austria, Belgium, Brazil, Chili, Denmark, Ecuador, Great Britain and her Possessions, Greece, New Grenada, Guatemala, Hanover, Dukedom of Oldenburg, Dukedom of Mecklenburg, Schwerin, Hanseatic Towns, Norway, Republic of Peru, Prussia, Russia, San Salvador, Sardinia and Genoa, Two Sicilies, Sweden, Tuscany, Venezuela, Bolivar, Costa Rica, Mexico, Muscat, Ottoman Empire, Uraguay, and Oriental Republic.

Vessels belonging to the following nations are admitted into ports of the United States on the same terms as vessels of the United States, *only* when laden with the produce of, or manufactures of the country to which the vessel belongs:

France, tonnage duty, 94 cents per ton in both countries; consuls to certify to the origin of the cargo.

French vessels from Cayenne, from St. Pierre and Miquelon, but, *a French vessel bringing fish from the banks of the British Colony of Newfoundland* is not exempt from tonnage duties, or *a French vessel arriving in the United States with a cargo of fish from the islands Les Petites Oies*, is chargeable with tonnage duties. Hawaiian Islands, Pontifical States, Portugal and Colonies, and Spanish vessels from the Canary Islands.

Vessels belonging to the following nations, having no reciprocal treaties with the United States, are subject to tonnage and discriminating duty on their cargoes as foreign vessels, whether laden with the produce or manufactures of their own or any other country:

Spain.—Vessels arriving at ports of the United States from ports of Spain, or her adjacent islands, are to pay, besides the additional or discriminating duty of ten per cent on the cargo, imposed by a section of the tariff act of 1842, a tonnage duty of five cents per ton.

Spanish vessels coming from *Cuba* or *Porto Rico* are subject to tonnage duties (from Cuba, $1.50 per ton, and from Porto Rica, 87½ cents per ton), and ten per cent additional on their cargoes; and also discriminating and clearance duties equal to those which would be exacted from a United States vessel in the ports of those islands, but vessels from those islands are exempted from tonnage duties when they arrive in United States ports, either in ballast or laden with molasses and fresh fruits from those islands as surplus stores.

Vessels belonging to the following nations pay the tonnage duties specified in the case of each:

Borneo.—Duty not exceeding one dollar per registered ton, in lieu of all other charges or duties whatsoever, and United States vessels pay the same duties.

China.—United States vessels entering either of the five ports of Kwangchin, Amoy, Fuchow, Ningpo, and Shanghai pay a tonnage duty of five *mace* (72½ cents) per ton, and Chinese vessels will be admitted to United States ports on payment of the same duty.

A Dominican Vessel, that is, belonging to that portion of the island of Hayti, known as the Dominican Republic, is liable to a tonnage duty of one dollar per ton and no other charges, and United States vessels to Dominican ports pay the same duty. *Haytien* vessels pay the same duty, and the Haytien Government collects the same from United States vessels.

Japan.—United States vessels are admitted into the Japanese ports of Simoda and Hakodadi, and can be supplied with wood, water, coal, provisions, and other necessary articles, but only through officers of the Japanese Government, and at such prices as that Government may affix. There are no tonnage duties. Recently, the Japanese Government, have forbidden any foreigners entering their ports.

Loo Choo.—The Royal Government of which is Japanese, and belongs to the Prince of Sat-suma, has similar regulations, except that the price of wood, at $2.58 per thousand cutlies, and that of water, at 13 cents for six barrels full, each of thirty gallons.

Siam.—American vessels pay only a measurement duty of 1700 ticuls for every 6½ feet in breadth, measured from side to side of the vessel amid-ships, and this duty is not levied when a vessel comes only for refitting, refreshments, or to inquire the state of the market.

The Swiss Confederation stands on the footing of the most favored nation, and the manufactures or products of that Confederation coming to American ports in French or American vessels are subject to no discriminating duty.

II.—Entry of Goods Imported from Foreign Countries.

Who may enter goods.—All goods must be entered in writing, with the collector of the district for which such goods are designed, by the owner or owners, consignee or consignees, or in case of his, her, or their absence or sickness, by his, her, or their known agent or factor, and such agent or factor must before making entry lodge with the collector a power of attorney duly authenticated, from the owner or owners, consignee or consignees, authorizing him to act in his, her, or their behalf, and such agent must also give bond for the due production of the owner's oath to the invoices.

Goods may be entered either for consumption or for warehousing.

Entry of goods for consumption.—The following is the form of entry for this purpose:

DATE.	MARKS AND NUMBERS.	DESCRIPTION OF GOODS.	QUALITY.	PER CENT.	PER CENT.	PER CENT.	PER CENT.	TOTAL.

The different columns headed per cent are intended for the ad valorum duties which vary on different articles of merchandise, even in a single invoice, and as each column is figured by itself, there must be as many columns as there are rates per cent of duty. The entry being made out in this form, stating in full all the particulars required, must be presented together with the invoice and bill of lading at the collector's office, to the clerk or clerks charged with this duty, who will examine the entry by the invoices and bills of lading, and if found correct, will, on the entry, estimate the duties on the invoice value and quantity, certify the invoice and grant a permit in due form for the delivery. The entry and accompanying papers will then be taken to the naval officer, who will make a like examination, and if found correct, will check the entry-invoice and permit. The papers must then be taken to a deputy collector, who will administer the oath, and designate the package or packages (one in every ten, and at least one from every invoice), to be sent to the appraisers' store for examination, marking the same on the entry invoice and permit. Should the importer desire to avail himself of the privilege given by the Act of May 28th, 1830, and obtain possession of his goods by giving the bond required by the fourth section of that act (giving a bond in twice the value of the goods imported, to produce the goods for examination, in case the contents of the package sent to the appraisers' stores do not correspond with the invoice), he will then give such bond, pay the duties as estimated and send his permit to the vessel in which they were imported.

To the entry must be attached the proper inland revenue stamp, which varies with the value of the invoice, being 25 cents for an invoice of less than $100; 50 cents for an invoice of $100 and less than $500; and $1 for invoices over $500.

By the Act of March 3d, 1863, it was enacted that after the 1st of July, 1863, in all countries this side of the Cape of Good Hope, where American consuls, vice-consuls, or commercial agents were residents, all invoices of goods, wares, and merchandise imported into the United States should be made in triplicate and signed by the person or persons owning or shipping said goods, wares, or merchandise, if the same have actually been purchased, or by the manufacturer or owner thereof, if the same have been procured otherwise than by purchase, or by the authorized agent of such purchaser, manufacturer, or owner, and these three invoices or copies of the same invoice before the shipment of the goods must be produced to the consul, vice-consul, or commercial agent of the United States nearest the place of shipment, for the use of the United States, and there must be endorsed thereon when so produced, a declaration signed by the party shipping the goods, setting forth that the invoice was in all respects true; that it contains (if the goods, wares, or merchandise are subject to duty) a true and full statement of the time when and place where, the same were purchased and the actual cost thereof, and of all charges thereon; and that no discounts, bounties, or drawbacks are contained in said invoice, but such as have actually been allowed thereon, and that the currency in which said invoice is made out is the currency which was actually paid for the goods, etc., by the purchaser. If the goods were obtained in any other manner than by purchase, their actual market value at the time and place where they were produced or manufactured, and the quantity of the goods if subject to specific duty must be stated, and it must be declared that no different invoice of these goods has been or will be furnished to any one. The party shipping the goods must also inform the consul, vice-consul, or commercial agent at what port of the United States it is intended to make entry of the goods; and the consul or other officer must thereupon endorse upon each of these triplicates a certificate under his hand and official seal, stating that said invoice has been produced to him with the date, of its production, the name of the person by whom it was produced, and the port in the United States at which it was the declared intention of the shipper to make entry of the goods. He must then deliver one copy to the shipper to forward as the invoice to the consignee or owner of the goods; a second copy is put on file in the consul's office and a third sent by him by the first opportunity to the collector of the port for which the goods are destined. All goods from ports this side the Cape of Good Hope must be thus invoiced in triplicate or

they cannot be admitted to entry after July 1st, 1863, and all goods from ports beyond the Cape of Good Hope must be thus invoiced in triplicate or they will not be admitted to entry after January 1st, 1864; and the duties on the goods shall not be finally liquidated until the collector of the port shall have received his copy of the invoice from the consul, and compared it with the invoice presented by the owner or consignee, except when such invoice shall be delayed beyond eigh teen minutes, but the importer may, if he chooses, withdraw the goods by giving his bond for twice their value to produce them on the receipt of said invoice, if it differs from that to which he has sworn.

The dutiable value of imports is defined as being the actual cost or market value, together with all costs and charges incurred in the country whence the goods are shipped for packing, export duties, consular certificates, etc., except insurance for the voyage, and including in every case a charge for commissions at the usual rates.

Where goods are entered for immediate consumption, and there is any ground of doubt in regard to the amount of duty to be charged, in consequence of there being specific duties on weight or measure, a deposit is required exceeding by five or ten per cent the highest duty, and the excess, after the entry has passed through the several departments, or, in some cases, has been submitted to the Treasury Department at Washington, is refunded to the importer.

Goods Entered for Warehousing.—The following is the form of entry for goods for warehousing. It must be verified by oath or affirmation as in the case of an entry for merchandise for immediate payment of duties.

Custom-house ————

Port of ————, ————, 186—.

Entry of merchandise, imported on the —— day of —— by ——, in the ——, ———— master, from ——.

MARKS AND NUMBERS.	PACKAGES AND CONTENTS.	QUALITY.	PER CENT.	PER CENT.	PER CENT.	PER CENT.	PER CNET.	TOTAL.	DUTIABLE VALUE OF EACH PACKAGE.

It often occurs that the importer on the arrival of his goods may not wish to put them on the market immediately, either from a glut in the market, the price of exchange, or some other cause The Govern

ment provides for this by storing the goods for him, subject to storage charges, etc., and on receiving from him proper security for the payment of duties, allows the goods to remain in warehouse for a period not exceeding a year,* the duties not to be paid until the goods are withdrawn. Merchandise is also frequently imported from one country for exportation to another, and being sent to the warehouse can be exported without the payment of full duties, the drawback on exportation being deducted from the duty.

In the case of warehouse goods, too, the exact amount of the duties is ascertained, examinations being made, and the invoice being received from the consul at the port whence the goods were shipped. The owner of the goods has the right of designating in which of the government warehouses he prefers to have his goods deposited.

The order of entry for warehouse is as follows: The entry being offered in the form given above, and passing through the same steps as in the entry for immediate consumption, except that no permit is given and no duties paid, the owner or consignee gives his bond in the government Form 105, for a sum fully sufficient to cover the duties, with two sureties. The collector or deputy then designates the packages for examination, which are sent to the appraisers' stores, and the remainder of the invoice to the bonded warehouse selected by the importer, and when the packages at the appraisers' store have been examined they are also sent, at the expense of the importer to the bonded warehouse. When the importer wishes to withdraw his goods, for consumption, he must present an entry in duplicate, which must be the same in all particulars with the original entry for warehousing. This entry having been examined and compared with the entry on record, is entered on the books, the warehouse bond number endorsed thereon, and the amount of duties payable entered upon it. It is then taken from the collector's office to the naval office for checking and verification. The duties having been paid, a permit is issued to the importer for the delivery of the goods. This being done the importer is entitled to have his bond canceled, if the whole of his invoice is withdrawn.

Goods may also be withdrawn either for reëxportation or transportation in bond to other ports to be rewarehoused there, or entered for consumption. The processes for these purposes are of interest to but few, and require usually for their management the intervention of a custom-house broker. Indeed, in all custom-house transactions of considerable amount, the goods will be obtained more speedily and with less trouble, by the employment of a reputable custom-house broker.

PENSIONS, BOUNTIES, AND ARREARS OF PAY.

It is the object of this work to enable the soldier, as well as men in all walks of life, to perform for themselves those acts, and to prepare those forms for obtaining pay, pensions, etc., for which the legal fraternity are in the habit of charging such exorbitant fees. Therefore we give in the following pages, the necessary instructions and forms to enable any man or woman of ordinary intelligence and common sense to procure their own pensions, bounties, or back-pay, without a lawyer's or claim agent's intervention.

I. PENSIONS.

Pensions are of three kinds: *Invalid Pensions*, grants of money to persons who become disabled in the service, either by wounds or other injuries received, or by sickness contracted in the line of duty, whereby the sufferer is rendered incapable, in whole or part, of procuring for himself and those dependent upon him a livelihood; *Gratuitous Pensions*, granted usually at the close of a war or term of service, as a reward for eminent services rendered, or as evidence of a nation's gratitude to its defenders and preservers. In this class of pensions belongs the half-pay, granted to the widows and orphans of those who die of wounds or sickness incurred in the service; and *Land Donations*, which are sometimes promised at or before the time of enlistment, as an inducement to enter the service, and in other cases are granted as gratuities after the close of a war, to surviving officers, soldiers, seamen, &c., and to the widows and orphans of such as have died. These distinctions should be kept in view by all who have occasion to make applications for pensions, under any of the acts for granting them.

Who are entitled to an Invalid Pension.

All commissioned and non-commissioned officers of the army

(including regulars, and cadets at West Point, volunteers, rangers, militia and navy, including the navy proper, sea fencibles, flotilla service, marine corps, and revenue cutters when co-operating with the navy), musicians, privates, marines, seamen, ordinary seamen, and all others, in whatsoever capacity they may have served, who were regularly enlisted or drafted, or who volunteered; and who, while in the line of duty, were disabled by wounds or sickness, from subsequently procuring a livelihood. A soldier on furlough, if disabled by disease, not his own fault, is entitled to a pension; but an officer disabled while on furlough, is not A soldier disabled while under arrest, in confinement for offence against military law, or when absent without leave, is not entitled to a pension; nor can the family of a soldier, whose death is caused by intemperance while in the service, claim a pension.

As no invalid pensions are now likely to be granted for the first time to persons who served in the Revolutionary War, we shall not give any forms for procuring such pensions, but confine ourselves solely to the classes named above. The act of Congress of July 14, 1862, making general provision for the payment of pensions, to invalids of the present war for the Union, and also to the widows, orphans, mothers, and minor sisters of such as have died, or may die or be killed in the line of duty, is so important, that we deem it best to give it in full:

An Act to Grant Pensions.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That if any officer, non-commissioned officer, musician or private of the army, including regulars, volunteers, or militia, or any officer, warrant or petty officer, musician, seaman, ordinary seaman, flotilla-man, marine, clerk, landsman, pilot or other person in the navy or marine corps, has been, since the fourth day of March eighteen hundred and sixty-one, or shall hereafter be disabled by reason of any wound received or disease contracted while in the service of the United States and in the line of duty, he shall, upon making due proof of the fact, according to such forms and regulations as are or may be provided by or in pursuance of law, be placed upon the list of invalid pensioners of the United States, and be entitled to receive, for the highest rate of disability, such pension as is hereinafter provided in such cases, and for an inferior disability an amount proportionate to the highest disability,

to commence as herein after provided, and continued during the existence of such disability. The pension for a total disability for officers, non-commissioned officers, musicians and privates employed in the military service of the United States, whether regulars, volunteers or militia, and in the marine corps, shall be as follows, viz: lieutenant-colonel and all officers of a higher rank, thirty dollars per month; major, twenty-five dollars per month; captain, twenty dollars per month; first lieutenant, seventeen dollars per month; second lieutenant, fifteen dollars per month; and non-commissioned officers, musicians and privates, eight dollars per month. The pension for total disability for officers, warrant or petty officers, and others employed in the naval service of the United States, shall be as follows, viz: captain, commander, surgeon, paymaster and chief engineer, respectively, ranking with commander by law, lieutenant-commanding and master-commanding, thirty dollars per month; lieutenant, surgeon, paymaster and chief engineer, respectively, ranking with lieutenant by law, and passed assistant surgeon, twenty-five dollars per month; professor of mathematics, master, assistant surgeon, assistant paymaster and chaplain, twenty dollars per month; first assistant engineers and pilots, fifteen dollars per month; passed midshipman, midshipman, captain's and paymaster's clerk, second and third assistant engineer, master's mate and all warrant officers, ten dollars per month; all petty officers and all other persons before named employed in the naval service, eight dollars per month; and all commissioned officers, of either service, shall receive such and only such pension as is herein provided for the rank in which they hold commission.

SEC. 2. *And be it further enacted*, That if any officer or other person named in the first section of this act, has died since the fourth day of March, eighteen hundred and sixty-one, or shall hereafter die, by reason of any wound received or disease contracted while in the service of the United States and in the line of duty, his widow, or if there be no widow, his child or children under sixteen years of age, shall be entitled to receive the same pension as the husband or father would have been entitled to, had he been totally disabled, to commence from the death of the husband or father, and to continue to the widow during her widowhood, or to the child or children until they severally attain the age of sixteen years, and no longer.

SEC. 3. *And be it further enacted*, That where any officer or other person named in the first section of this act, shall have died subsequently to the fourth of March eighteen hundred and sixty-one, or shall hereafter die by reason of any wound received or disease contracted while in the service of the United States and in the line of duty, and has not left or shall not leave a widow nor legitimate child, but has left or shall leave a mother who

was dependent upon him for support, in whole or in part, the mother shall be entitled to receive the same pension as such officer or other person would have been entitled to had he been totally disabled; which pension shall commence from the death of the officer or other person dying as aforesaid: *Provided, however*, That if such mother shall herself be in receipt of a pension as a widow, in virtue of the provisions of the second section of this act, in that case no pension or allowance shall be granted to her on account of her son, unless she gives up the other pension or allowance: *And provided further*, That the pension given to a mother on account of her son shall terminate on her re-marriage: *And provided further*, That nothing shall be so construed as to entitle the mother of an officer or other person dying, as aforesaid, to more than one pension at the same time, under the provisions of this act.

SEC. 4. *And be it further enacted*, That when any officer or other person named in the first section of this act shall have died subsequently to the fourth day of March, eighteen hundred and sixty-one, or shall hereafter die, by reason of any wound received or disease contracted while in the service of the United States and in the line of duty, and has not left or shall not leave a widow, nor legitimate child, nor mother, but has left or may leave an orphan sister or sisters, under sixteen years of age who were dependent upon him for support, in whole or in part, such sister or sisters shall be entitled to receive the same pension as such officer or other person would have been entitled to had he been totally disabled; which pension to said orphan shall commence from the death of the officer or other person dying as aforesaid, and shall continue to the said orphans until they severally arrive at the age of sixteen years, and no longer: *Provided, however*, That nothing herein shall be so construed as to entitle said orphans to more than one pension at the same time under the provisions of this act: *And provided further*, That no moneys shall be paid to the widow or children, or any heirs of any deceased soldier on account of bounty, back pay or pension, who have in any way been engaged in, or who have aided or abetted the existing rebellion in the United States: but the right of such disloyal widow or children, heir or heirs of such soldier, shall be vested in the loyal heir or heirs of the deceased, if any there be.

SEC. 5 *And be it further enacted*, That pensions which may be granted, in pursuance of the provisions of this act, to persons who may have been, or shall be, employed in the military or naval service of the United States, shall commence on the day of the discharge of such persons in all cases in which the application for such pensions is filed within one year after the date of said discharge; and in cases in which the application is not filed

during said year, pensions granted to persons as aforesaid shall commence on the day of the filing of the application.

SEC. 6. *And be it further enacted*, That the fees of agents and attorneys, for making out and causing to be executed the papers necessary to establish a claim for a pension, bounty and other allowance, before the Pension Office under this act, shall not exceed the following rates: For making out and causing to be duly executed a declaration by the applicant, with the necessary affidavits, and forwarding the same to the Pension Office, with the requisite correspondence, five dollars. In cases wherein additional testimony is required by the Commissioner of Pensions, for each affidavit so required and executed and forwarded (except the affidavit of surgeons, for which such agents and attorneys shall not be entitled to any fees), one dollar and fifty cents.

SEC. 7. *And be it further enacted*, That any agent or attorney who shall, directly or indirectly, demand or receive any greater compensation for his services under this act than is prescribed in the preceding section of this act, or who shall contract or agree to prosecute any claim for a pension, bounty or other allowance under this act, on the condition that he shall receive a per centum upon, or any portion of the amount of such claim, or who shall wrongfully withhold from a pensioner or other claimant the whole or any part of the pension or claim allowed and due to such pensioner and claimant, shall be deemed guilty of a high misdemeanor, and upon conviction thereof shall, for every such offence, be fined not exceeding three hundred dollars, or imprisoned at hard labor not exceeding two years, or both, according to the circumstances and aggravations of the offence.

SEC. 8. *And be it further enacted*, That the Commissioner of Pensions be, and he is hereby empowered to appoint, at his discretion, civil surgeons to make the biennial examinations of pensioners which are or may be required to be made by law, and to examine applicants for invalid pensions, when he shall deem an examination by a surgeon to be appointed by him necessary, and the fees for each of such examinations, and the requisite certificate thereof, shall be one dollar and fifty cents, which fees shall be paid to the surgeon by the person examined, for which he shall take a receipt, and forward the same to the Pension Office; and upon the allowance of the claim of the person examined, the Commissioner of Pensions shall furnish to such person an order on the Pension Agent of his State for the amount of the surgeon's fees.

SEC. 9. *And be it further enacted*, That the Commissioner of Pensions, on application made to him in person or by letter by any claimants or applicants for pension, bounty or other allowance required by law to be adjusted and paid by the Pension Office, shall furnish such claimants, free of all expense or charge

to them, all such printed instructions and forms as may be necessary in establishing and obtaining such claim; and in case such claim is prosecuted by an agent or attorney of such claimant or applicant, on the issue of a certificate of pension or the granting of a bounty or allowance, the Commissioner of Pensions shall forthwith notify the applicant or claimant that such certificate has been issued or allowance made, and the amount thereof.

SEC. 10. *And be it further enacted*, That the pilots, engineers, sailors and crews upon the gunboats and war vessels of the United States who have not been regularly mustered into the service of the United States, shall be entitled to the same bounty allowed to persons of corresponding rank in the naval service, provided they continue in service to the close of the present war; and all persons serving as aforesaid, who have been or may be wounded or incapacitated for service, shall be entitled to receive for such disability the pension allowed by the provisions of this act, to those of like rank, and each and every such person shall receive pay according to corresponding rank in the naval service: *Provided*, That no person receiving pension or bounty under the provisions of this act shall receive either pension or bounty for any other service in the present war.

SEC. 11. *And be it further enacted*, That the widows and heirs of all persons described in the last preceding section who have been or may be employed as aforesaid, or who have been or may be killed in battle, or of those who have died or shall die of wounds received while so employed, shall be paid the bounty and pension allowed by the provisions of this act, according to rank, as provided in the last preceding section.

SEC. 12. *And be it further enacted*, That the Secretary of the Interior be and he is hereby authorized to appoint a special agent for the Pension Office, to assist in the detection of frauds against the pension laws, to cause persons committing such frauds to be prosecuted, and to discharge such other duties as said Secretary may require him to perform; which said agent shall receive for his services an annual salary of twelve hundred dollars, and his actual travelling expenses incurred in the discharge of his duties shall be paid by the Government.

SEC. 13. *And be it further enacted*, That all acts and parts of acts inconsistent with the provisions of this act be and the same are hereby repealed.

REGULATIONS AND FORMS FOR OBTAINING PENSIONS FOR INVALIDS, REGULARS, VOLUNTEERS, OR MILITIA.

1. Regulations.

All persons applying for pensions by reason of disability, incurred in the line of duty while in the military service of the United States, must make a declaration, under oath (or affirmation), before some court of record, or before a judge or clerk of such court, setting forth the age and residence of the claimant; the service in which he was engaged; the time, place, and manner of incurring the disability alleged, with its precise character; and the date of his discharge; together with a statement of his residence and occupation since leaving the service.

In support of the averments of such declaration, the following rules must be observed in presenting the testimony:

1. The claimant's identity must be proved by two witnesses, certified by a judicial officer to be respectable and credible, who are present and witness the signature of the declaration, and who state upon oath (or affirmation) their belief, either from personal acquaintance or for other reasons given, that he is the identical person he represents himself to be.

2. The applicant must, if in his power, produce the certificate of the captain, or of some other commissioned officer, under whom he served, distinctly stating the time and place of the said applicant's having been wounded, or otherwise disabled, and the nature of the disability; and that the disability arose while he was in the service of the United States, and in the line of his duty.

3. If it be impracticable to obtain such certificate, by reason of the death or removal of said officers, it must be so stated in the declaration of the applicant, and his averment of the fact proved by persons of known respectability, who must state particularly all the knowledge they may possess in relation to such death or removal. Then secondary evidence can be received. In such case the applicant must produce the testimony of at least two credible witnesses (who were in a condition to know the facts about which they testify) whose good character must be vouched

for by a judicial officer, or by some one known to the Department. These witnesses must give a minute narrative of the facts in relation to the matter, and must show how they obtained a knowledge of the facts to which they testify.

4. The surgeon's certificate of discharge should show the character and degree of the claimant's disability, but when that is wanting, and when the certificate of an army surgeon is not attainable, the certificate of two respectable civil surgeons will be received, in accordance with the form F. These surgeons must give, in their certificate, a particular description of the wound, injury, or disease, and specify how and in what manner his present condition and disability are connected therewith. The degree of disability must also be stated.

5. The habits of the applicant, and his occupation since he left the service, must be shown by at least two credible witnesses.

6. All evidence should be verified by oath, before a judge of the United States Court, or some judge or justice of the peace, or other officer of a State having authority to administer oaths for general purposes; and if verified before an officer of any State, his official character must be duly authenticated; and such officer must, in all cases, certify that he is not interested in the prosecution of the claim.

7. Attorneys for claimants must in all cases have proper authority from those in whose behalf they appear. Powers of attorney must be signed in the presence of two witnesses, and acknowledged before a duly qualified officer whose official character must be properly shown.

The subjoined forms will guide applicants for pensions of the army branch, and must be exactly followed *in every instance.* No attorney or applicant will be regarded as having filed the necessary declaration and affidavit unless the *forms* as well as the foregoing instructions are strictly complied with.

Act of July 4, 1864.

Various Supplementary Acts have been passed by the Act of July 14, 1862, modifying in some particulars the provisions of previous legislation.

By the Act of July 4, 1864, it is provided that biennial examinations will hereafter be made by one surgeon only, if he is regularly appointed, or holds a surgeon's commission in the army Examinations by unappointed civil surgeons will not be accepted, unless it can be shown that an examination by a commissioned or duly appointed surgeon is impracticable.

INCREASED PENSIONS IN CERTAIN CASES.—A pension of twenty-five dollars per month is granted to those having lost both hands or both eyes in the military service of the United States, in the line of duty, and twenty dollars per month to those who under the same conditions shall have lost both feet, if such parties were entitled to a lower rate of pension under the Act of 1862. This higher pension will date only from the 4th day of July, 1864, in case of pensioners already enrolled, or of applicants discharged prior to that date.

EVIDENCE OF MUSTER-IN.—In accordance with the 11th Section of the Act of July 4, 1864, evidence of the muster-in of the soldier will not be required in any case, but there must be positive record evidence of service. Evidence of muster in the case of commissioned officers is still required.

Act of June 6, 1866.

The supplementary pension act, approved June six, eighteen hundred and sixty-six, provides increased rates of pensions over those granted by the act of July fourteen, eighteen hundred and sixty-two, in the following cases, viz:

1. Twenty-five dollars per month to all those invalids entitled, under the act of July fourteen, eighteen hundred and sixty-two, to a lower rate of pension, on account of service rendered since March four, eighteen hundred and sixty-one, "who shall have lost the sight of both eyes, or who shall have lost both hands, or been permanently and totally disabled in the same, or otherwise so permanently and totally disabled as to render them utterly

helpless, or so nearly so as to require the constant personal aid and attendance of another person."

2. Twenty dollars per month to those invalids who, being entitled under like conditions to a lower rate of pension, "shall have lost both feet, or one hand and one foot, or been totally and permanently disabled in the same, or otherwise so disabled as to be incapacitated for performing any manual labor, but not so much so as to require constant personal aid and attention."

3. Fifteen dollars per month to those invalids who, under like conditions, "shall have lost one hand or one foot, or been totally and permanently disabled in the same, or otherwise so disabled as to render their inability to perform manual labor equivalent to the loss of a hand or a foot."

In order to obtain the benefits of the foregoing provisions, pensioners already enrolled will file an application in accordance with form F, appended hereto. Proof in addition to that on file with the previous application need not be forwarded except as shall be specially required in each case, after the application is received. The applicant need only be examined by a pension surgeon when expressly required, on due notice from this office. Applicants not already pensioned, who believe themselves entitled to the benefit of the foregoing provisions, will specifically set forth such claim in their declarations, carefully stating the nature of the disability on account of which such higher rate of pension is claimed. The declaration must be made before some officer of a court of record, or before a pension notary designated by this office, as provided by the third section of the act of July four, eighteen hundred and sixty-four.

The above specified increased rates of pension will be allowed only to those disabled since the fourth day of March, eighteen hundred and sixty-one, and will date only from the sixth day of June, eighteen hundred and sixty-six.

TEAMSTERS, ARTIFICERS, AND OTHER ENLISTED MEN, not embraced in the terms of the act of July fourteen, eighteen hundred and sixty-two, or of acts supplementary thereto, are, by the tenth section of the act of June six, eighteen hundred and sixty-six, included, in the administration of the pension laws, in the class of non-commissioned officers and privates.

MINOR CHILDREN TO BE PENSIONED, IN CERTAIN CASES, INSTEAD OF THE WIDOW.—The eleventh section provides that when any widow, entitled to a pension under previous acts, has abandoned the care of a child or children of her deceased husband, under sixteen years of age, "or is an unsuitable person, by reason of immoral conduct, to have the custody of the same," the pension shall be paid to the duly authorized guardian of such

child or children, while under the age of sixteen years, and not to the widow. The proper proof in such case, as provided by this section, is the certificate of the judge of any court having probate jurisdiction "that satisfactory evidence has been produced before such court" to the effect above indicated. In presenting an application under this section, the guardians of the minor child or children will make a declaration in accordance with the appended form G.

PENSIONS GRANTED TO DEPENDENT FATHERS AND TO DEPENDENT ORPHAN BROTHERS.—By the twelfth section the provisions of the act of July fourteen, eighteen hundred and sixty-two, are extended so as to include the dependent brother or brothers of a deceased officer, soldier, or seaman, and the dependent father of such deceased persons, under like limitations as apply in the case of dependent sisters and mothers; but not more than one pension is granted on account of the same person, or to more than one of said classes. The forms prescribed for the latter cases may be used, with obvious variations, in applications made by dependent fathers or on behalf of dependent brothers.

LIMITATIONS AS TO NUMBER AND DATE OF PENSIONS.—The thirteenth section declares that but one pension shall be granted to any person at the same time; and that when application is not made within three years after the death or discharge of the party on whose account a pension is claimed, such pension, if allowed, "shall commence from the date of filing the last paper in said case by the party prosecuting the same." This limitation applies to all classes of pensions.

EVIDENCE OF MARRIAGE OF COLORED APPLICANTS. — The fourteenth section provides that habitual recognition of the marriage relation between colored parties—that is, in the absence of the usually required proof—when shown by "proof satisfactory to the Commissioner of Pensions," shall be accepted as evidence of marriage, and the children of such parties shall be regarded as if born in lawful wedlock. When the usual proof of marriage can be furnished, it will be required as heretofore. When only evidence of cohabitation and mutual recognition can be adduced, as provided in this section, the testimony of two credible and disinterested witnesses will be required, who must state how long they have been personally acquainted with the parties, and for how long a period the latter are known to have recognized each other as man and wife. If such acquaintance is deemed to be of too recent date to warrant the acceptance of this testimony, or if there is reason to doubt, in any instance, that the marriage relation existed in good faith, more specific instructions will be issued, adapted to the circumstances of the particular case.

Act of July 25, 1866.

PROVOST MARSHALS, ENROLLING OFFICERS, AND OTHERS ENTITLED TO THE BENEFITS OF THE PENSION LAWS.—The first section of the act of July twenty-five, eighteen hundred and sixty-six, extends the benefits conferred by the pension laws to provost marshals, deputy provost marshals, and enrolling officers disabled in the line of their official duty as such, and to the widows or dependents of such officers in like manner.

Declarations will be made in accordance with the instructions issued under the pension act of July fourteen, eighteen hundred and sixty-two, and supplementary acts. The grade of such officers, for the purpose of determining the rates of pensions under this section, is fixed as follows: Provost marshals will rank as captains; their deputies as first lieutenants; and enrolling officers as second lieutenants.

INCREASED PENSIONS TO WIDOWS, AND ORPHAN CHILDREN UNDER SIXTEEN YEARS OF AGE.—The second section of this act allows to those who are or shall be pensioned as widows of soldiers or sailors two dollars per month additional pension for each child (under sixteen years of age) of the deceased soldier or sailor by the widow thus pensioned.

On the death or remarriage of such widow, or on the denial of a pension to her, in accordance with the provisions of section eleven of the act of June six, eighteen hundred and sixty-six, the same amount to which she would otherwise be entitled, under this and previous provisions, is allowed to the minor children. The number and names of the children, with their ages, must be proved by the affidavits of two credible and disinterested witnesses. The provisions of this section only include the children of the widow, and not those of her deceased husband by a previous marriage. The widows of minor children of officers are not entitled to this increase. Declarations for an increase under this section, if for the widow, will be made in accordance with form H, appended hereto; and if for minor children, according to form I. The pension certificate must be sent with all applications filed subsequently to September four, eighteen hundred and sixty-six.

INCREASE OF PENSIONS UNDER ACTS PRIOR TO JULY 4, 1862.—All pensioners under acts approved prior to July fourteen, eighteen hundred and sixty-two, are, by the third section of the present act, granted the same rights as those pensioned under acts approved at or since that date, so far as said acts may be applicable, with the exception of soldiers of the Revolution or their widows. This section applies only to pensioners who were such at the date of the approval of this act.

Declarations of claimants under this section will be made in accordance with the forms previously issued under act of July

fourteen, eighteen hundred and sixty-two, and subsequent pension acts, with the necessary modifications, and the pension certificates will be returned.

INVALID PENSIONS OF CLAIMANTS DYING WHILE THEIR APPLICATIONS ARE PENDING, THE EVIDENCE BEING COMPLETED.—The fourth section of this act is construed in connection with the tenth section of the act of July four, eighteen hundred and sixty-four, and the sixth section of the act of June six, eighteen hundred and sixty-six, to which it is supplementary. If an applicant for invalid pension dies while his claim is pending, the evidence having been completed, the pension, under the provisions of this section and of those sections of previous acts above referred to, is disposed of as follows:

1. If he left a widow, or minor child or children under sixteen years of age, or other dependent relatives, and died of wounds received or of disease contracted in the service or in the line of duty, no invalid pension certificate will issue, but such widow or dependent relatives will receive a pension, in their own right, taking precedence in the order prescribed by law in other cases.*

2. If the claimant left a widow or dependent relatives, but did not die of wounds received or disease contracted in the service and in the line of duty, so that neither widow nor dependent relatives would be entitled to a pension on his account, then the certificate will be issued in his name, and the pension paid to the widow or to the dependent relatives, as the case may be, in the same order in which they would have been pensioned, if entitled, as set forth in the preceding paragraph.

3. If the claimant left no widow or dependent relatives, the certificate will issue in his name, and the pension will be drawn by his executor or administrator.

CERTAIN ACCRUED RIGHTS RESERVED UNDER REPEALED ENACTMENTS.—The fifth section reserves all rights that may have accrued under the fifth section of the pension act of July four, eighteen hundred and sixty-four, and the third section of the pension act of March three, eighteen hundred and sixty-five, though repealed by the first section of the act of June six, eighteen hundred and sixty-six.

WIDOWS REMARRYING WHILE THEIR CLAIMS ARE PENDING are entitled, under the sixth section, if their claims are otherwise valid, to receive pensions to the date of remarriage, if the deceased officer, soldier, or sailor on whose account they claim left no legitimate child under sixteen years of age.

JOSEPH H. BARRETT,
Commissioner of Pensions.

PENSION OFFICE, *August* 4, 1866.

* See section 10, act of July 4, 1864.

INVALID PENSIONS—PENSION ACT OF JULY 14, '62.

By this Act, pensions may be granted to the following classes:

1. INVALIDS in the military or naval service of the United States, and in the line of duty, disabled since March 4, 1861.

2. WIDOWS of officers, soldiers, or seamen, dying of wounds received, or of disease contracted in the military or naval service.

3. CHILDREN under sixteen years of age of such deceased persons, if there is no widow surviving, or from the time of the widow's remarriage.

4. MOTHERS (who have no husband living) of officers, soldiers or seamen, deceased as aforesaid, provided the latter have left neither widow nor children under sixteen years of age, and provided also that the mother was dependent, wholly or in part, upon the deceased for support.

5. SISTERS under sixteen years of age, of such deceased persons, dependent on the latter, wholly or in part, for support, provided there are no rightful claimants of the three preceding classes.

Only one full pension, in any case, will be allowed to the relatives of a deceased officer, soldier or seaman, and in the order of precedence set forth above. When more than one minor child or orphan sister, thus becomes entitled to pension, the same must be divided equally between them. Invalid pensions, under this law, will commence from the date of the pensioner's discharge from service, provided application is made within one year thereafter. If the claim is not made till a later date, the pension will commence from the time of the application. Pensions of widows, minors, &c., will commence from the death of the officer, soldier or seaman, on whose service the claim is based.

"A."

Form of Declaration for an Invalid Pension under Act of July 14, 1862.

STATE [DISTRICT OR TERRITORY] OF ——
County of ——, } *ss.*

On this —— day of ——, A. D. one thousand eight hundred and ——, personally appeared before me —— —— [here state the official character of the person administering the oath] within and for the county and State aforesaid, —— ——

aged —— years, a resident of ——, in the State of ——, who, being duly sworn according to law, declares that he is the identical —— ——, who enlisted in the service of the United States at ——, on the —— day of ——, in the year ——, as a —— in company ——, commanded by —— ——, in the —— regiment of ——, in the war of 1861, and was honorably discharged on the —— day of ——, in the year ——; that while in the service aforesaid, and in the line of his duty, he received the following wound (or other disability as the case may be): [Here give a particular and minute account of the wound or other injury, and state how, when and where it occurred, where the applicant has resided since leaving the service, and what has been his occupation.]

(*Signature of Claimant.*)

Also personally appeared —— —— and —— ——, residents of (*county, city or town*), persons whom I certify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw —— —— sign his name (*or make his mark*) to the foregoing declaration, and they further swear that they have every reason to believe, from the appearance of the applicant and their acquaintance with him, that he is the identical person he represents himself to be; and they further state that they have no interest in the prosecution of this claim.

(*Signature of Witnesses.*)

Sworn to and subscribed before me this —— day of ——, A D. 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

(*Signature of Judge or other officer.*)

Applicant's Post Office address.

Where an applicant for a pension does not make his application in person, but procures the services of another person to prosecute his claim for him, he must give to that person a Power of Attorney to act for him. By the law of July 14, 1862 (see page 18), no person acting as such agent or attorney, is allowed, directly or indirectly, in any way to receive, for making out and causing to be duly executed by the applicant a declaration with the necessary affidavits and forwarding the same to the Pension Office with the requisite correspondence, more than five dollars, and if further affidavits are required by the department, no more than one dollar and fifty cents for each affidavit so required and executed and forwarded (except the affidavits of surgeons, for which the agent or attorney is not entitled to any fee). The

penalty for charging a higher fee than this is three hundred dollars fine or two years' imprisonment, or both, according to the circumstances and aggravations of the offence. The following is the form which must be followed for Power of Attorney.

Power of Attorney, Form.

Know all men by these presents, that I —— ——, of the county of ——, and State of ——, do hereby constitute and appoint —— ——, my true and lawful attorney, for me and in my name to prosecute the claim presented by me for an invalid pension [or for a half-pay pension as widow of —— ——, deceased; or the claim presented by me, as guardian for —— ——, minor heirs of —— ——, deceased, for a pension for said wards; or, for an increase of pension; or for a renewal of pension; or for arrears of pension, *or otherwise*, as the case may be]; and I do hereby authorize my said attorney to examine the papers, documents, and records on file in any department of the government or the several offices thereof, relating to my said claim, to appoint one or more substitutes to assist him in the business aforesaid; to file additional evidence or arguments, whenever required; to receive the certificate which may issue in my name upon said claim; and to do any and all acts necessary in attaining the object of his said appointment.

In testimony whereof, I hereunto set my hand and seal, this —— day of ——, A. D. 18—.

Executed in presence of [L. S.]
(*Two witnesses.*)

STATE OF ——, } *ss.*
County of ——, }

On the —— day of ——, A. D. 18—, before me, a justice of the peace in and for the county aforesaid, personally appeared —— ——, and acknowledged the foregoing Power of Attorney to be —— act and deed, for the purposes therein mentioned.

In testimony whereof, I hereunto set my hand the day and year aforesaid.

(*J. P.*)

STATE OF ——, } *ss.*
County of ——, }

[L. S.] I, —— ——, clerk of the —— Court, within and for said county, certify that —— ——, Esq., whose genuine signature appears to the foregoing certificate of acknowledgment, was, at the time of subscribing the same, and still is, an acting justice of the peace, in and for said county, duly commissioned and sworn, and that his official acts are entitled to full faith and credit.

In testimony whereof, I hereto set my hand, and affix the seal of said court, at——, this —— day of——, A. D. 18—.

(—— ——, *Clerk.*)

If the claimant for an invalid pension has not been examined, and the degree of his disability certified, by an army surgeon, he must produce the affidavits of two surgeons reputable in their professions, and certified as such by the magistrate before whom their statement is verified by oath, in accordance with the following form:—

"F."

Form of Surgeons' Affidavit.

——, —— —, 18—.

It is hereby certified that —— ——, a —— in the company of —— in the —— regiment of the United States ——, is rendered incapable of performing the duty of a soldier, by reason of wounds [or other injuries] inflicted [or contracted] while he was actually in the service aforesaid, and in the line of his duty, viz.:

By satisfactory evidence and accurate examination, it appears that on the —— day of ——, in the year ——, —— —— being engaged ——at or near a place called ——, in the State (or District or Territory) of ——, he received (or contracted) [*Here give a particular description of the wound, injury or disease, and specify in what manner it has affected the applicant so as to produce disability in the degree stated*], and he is thereby not only incapacitated for military duty, but in the opinion of the undersigned, is totally [*or* three-fourths, *or* one-half, *or* one-third, *as the case may be*] disabled from obtaining his subsistence from manual labor.

(—— ——, *Surgeon.*)

(—— ——, *Surgeon.*)

Sworn to and subscribed before me, this —— day of ——, A D. 18—; and I hereby certify that the said—— —— and —— —— are known to me as surgeons in actual practice, reputable in their profession, and that I have no interest, direct or indirect, in the prosecution of this claim.

(*Magistrate's Signature.*)

FORMS.

The additional forms, marked respectively F and G, commencing on the following page, should be strictly observed in the cases to which they are applicable.

JOSEPH H. BARRETT, *Commissioner of Pensions.*

PENSION OFFICE, *June*, 1866.

"F."

Form of application for the increase of an invalid pension under the first section of the supplementary pension act of June six, eighteen hundred and sixty-six.

STATE [TERRITORY OR DISTRICT] OF ——, } ss:
County of ——, }

On this —— day of ——, A. D. one thousand eight hundred and ——, personally appeared before me, [describing the official character of the person administering the oath,] A. B., aged —— years, a resident of ——, [naming town and post-office address,] in the county of ——, and State [Territory or District] of ——, who, being duly sworn according to law, declares that he is a pensioner of the United States, duly enrolled at the —— pension agency, at the rate of —— per month, by reason of disability incurred in the military [or naval] service of the United States, [here state the company and regiment, if in the army, or the vessel and rank, if in the navy;] and that his present physical condition is such that he believes himself entitled to receive an increased pension of the —— [first, second, or third] grade provided for in the first section of the supplementary pension act, approved June six, one thousand eight hundred and sixty-six. He further declares that he is disabled in the following manner, to wit: [Here the declarant will particularly set forth the nature of his disability, and the extent to which he is incapacitated for manual labor, or dependent upon the personal aid and attendance of others.]

[*Signature of declarant.*]

Also personally appeared before me, at the time and place aforesaid, C. D., of ——, and E. F., of ——, whom I certify to be credible persons, who being duly sworn according to law, declare, each for himself, that they well know A. B., who signed the foregoing declaration in their presence; and that he is the identical person he represents himself to be, and that he is disabled substantially in the manner alleged in said declaration. They further swear that they, or either of them, have no interest in this claim, either present or prospective, and that they are not concerned, directly or indirectly, in its prosecution.

[*Signatures of witnesses.*]

Sworn to and subscribed before me this —— day of ——, A. D. 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of judge or other officer.*]

"G."

Form of application to be made by the guardian of a minor child or children, under the eleventh section of the act of June six, eighteen hundred and sixty-six.

STATE [TERRITORY OR DISTRICT] OF ——, } *ss:*
County of ——, }

On this —— day of ——, A. D. ——, personally appeared before me, ——, [describing the official character of the person administering the oath,] A. B., aged —— years, a resident of ——, [naming town and post-office address,] in the county of ——, and State [Territory or District] of ——, who, being duly sworn according to law, doth on oath make the following declaration, as guardian of the minor child [or children] of ——, deceased, in order to obtain the benefits of the provision made by the eleventh section of the act of Congress approved June six, eighteen hundred and sixty-six, granting pensions to minor children under sixteen years of age, of deceased officers, soldiers, or seamen, who have left a widow still surviving, the latter having abandoned the care of said children, or having been declared an unsuitable person to have charge of them. He further declares that he is the guardian of ——, [naming the minor child or children, his ward or wards,] whose father was ——, [here describe the service of the deceased,] in the war of 1861, and that the said —— died at ——, on the —— day of ——, in the year of ——, [here state the cause of death;] that the mother of the child [or children] aforesaid has abandoned the care, or is an unsuitable person, by reason of immoral conduct, [here state what specific conduct is referred to,] to have charge of the said child [or children;] and that the date of birth of his said ward [or wards] is as follows:

He [or she] further declares that the parents of his [or her] said ward [or wards] were married at ——, on the —— day of ——, in the year ——, by ——.

[*Guardian's signature.*]

Also personally appeared —— and ——, residents of ——, [county, city, or town,] persons whom I certify to be respectable and entitled to credit, and who being by me duly sworn, say that they were present and saw —— sign —— name [or make mark] to the foregoing declaration; and they further swear that they have every reason to believe, from the appearance of the applicant, and their acquaintance with —— that —— is the identical person —— represents —— to be, and that they have no interest in the prosecution of the claim.

[*Signature of the witness.*]

Sworn to and subscribed before me, this —— day of ——, A. D., 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of judge or other officer.*]

SPECIAL INSTRUCTIONS.

Where the certificates of the certifying officer is not written on the same sheet which contains the affidavit, the certificate must be attached thereto by a piece of tape or small ribbon, the ends of which must pass under the seal of office of the certifying officer.

Interlineations or erasures on papers prepared for filing in pension cases, should be noted in the certificate of the magistrate, before signing, in order to show that they were not made after the execution of the papers.

All the "discharge papers" received by the soldier when discharged, should be sent with his declaration. The additional testimony that will be required to establish the claim, depends upon the character of these papers.

The officer's certificate, required by the rules of the Pension Office, may be given by any commissioned officer under whom the applicant served.

In case the applicant lives within thirty miles of a surgeon of the regular army, his certificate of disability must be obtained; but if he does not, then the affidavit of two respectable surgeons will be sufficient.

NAVAL INVALID PENSIONS.

I.—Pensions to Invalids of the Navy Proper, under Act of April 23, 1800; To Officers and Seamen of Revenue Cutters, under Act of April 18, 1814; To Privateers, under Act of February 13, 1813; To Sea Fencibles, under Act of July 26, 1813; and to Invalid Engineers, Firemen and Coal Heavers of the Navy under Act of Aug. 31, 1842.

The rate of pensions to all except the last class is regulated according to the pay of the navy as it existed January 1, 1835, of engineers, &c., by the granting act of August 11, 1848.

Invalid pensions to the marine corps are governed by the laws relating to army invalid pensions.

REGULATIONS AND FORMS FOR OBTAINING NAVAL INVALID PENSIONS UNDER THE ACTS STATED ABOVE.

I.

Form of Application for Navy Invalid Pension.

To the Commissioner of Pensions:

The memorial of the undersigned ——, who was a —— in the United States naval service, respectfully showeth:

That your memorialist was born at ——, in the State of ——, is —— years of age, —— feet —— inches high; —— complexion, —— eyes, —— hair.

That he entered the United States naval service at ——, in the State of ——, on the —— day of ——, A. D. 18—, and while attached to [*here give the name and class of vessel*], and holding the rank of [*if not an officer, say, after name of vessel,* as a seaman, *or* ordinary seaman, *or* boy, *or otherwise as the case may be*], he was disabled [*Here state when, where and how the disability was incurred, with a minute description of the injury or sickness, and how the applicant is affected by it*].

That the same was incurred by him in the performance of his duty; and having thereby been disqualified for the naval service, and disabled from obtaining his subsistence by manual labor, he refers to the certificate of surgeon ——, herewith presented [*If no certificate was obtained, state the fact; if obtained and lost or destroyed, state particulars of loss or destruction*], and claims the benefit of the laws granting navy pensions ——, and that his pension may be made payable at the navy pension agency in ——.

(*Claimant's Signature.*)

Sworn and subscribed to, before ——, this —— day of ——, A. D. 18—. And I certify, that I am acquainted with the said ——, and believe him to be the identical person who served as aforesaid, and that I am not interested in his claim for a pension.

(*Signature of Officer.*)

This declaration must be made before a court of record, or before a judge or clerk of such court. Should it be made before a court, the certificate to the affidavit just given will be omitted, and a certificate of the clerk according to the form No. 5, following the next form of declaration, should be substituted.

(2.)

Affidavit of Witnesses.

STATE OF ——, } ss.
County of ——, }

On this —— day of ——, A. D. 18—, before me, the subscriber, a —— in and for said county, duly authorized to administer oaths, personally came ——, aged —— years, and ——, aged —— years, whom I know to be residents of the county and State aforesaid, and persons whom I certify to be respectable and entitled to credit, and who, being duly sworn, say that they were present and saw —— execute the foregoing affidavit by signing the foregoing declaration, and making oath thereto in due form of law, and they further swear that they are acquainted with the said ——, now present, and have every reason to believe from the appearance of the applicant, that he is the identical person he represents himself to be; and further, that they, deponents, do reside in the county aforesaid, and have no interest in the claim of said ——.

(*Signature of Witnesses.*)

Witness:—

Sworn to and subscribed before me, this —— day of ——, A. D. 18—; and I certify, that I am acquainted with said —— and ——, and know them to be credible and disinterested witnesses; and I further certify, that I am not interested as agent or otherwise in the prosecution of the foregoing claim.

(*Signature of Officer.*)

(3.)

Clerk's Certificate.

STATE OF ——, } ss.
County of ——, }

I, ——, clerk of the —— court, in and for the county and State above named, do certify that ——, Esq., before whom the foregoing affidavits were made, and who has thereunto signed his name, was, at the time of so doing, a —— in and for the county and State above named, duly commissioned and sworn; that all his official acts as such are entitled to full faith and credit, and that his signature thereto is genuine.

In testimony whereof, I have hereunto signed my name and affixed my official seal, this —— day of ——, 18—.

(*Clerk's Signature.*)

(4.)

Another Form of Declaration for Naval Invalid Pension.

STATE OF ——, } ss
County of ——, }

On this —— day of ——, 18—, before the —— court [*or* before

me, —— judge, *or* clerk of the —— court], a court of record within and for said county, personally appeared ——, a resident of ——, in the county of ——, and State of ——, aged —— years, who being first sworn, according to law, declares that he is the identical —— who was a —— in the naval service of the United States; that he enlisted at ——, in the State of ——, on the —— day of —— A. D. 18—. [*Describe the service in which the claimant was engaged; if on board ship, give the name and class of the vessel, the rank and capacity in which he served, the name of the commanding officer, the engagement or other line of duty or occupation in which the disability was incurred; a full description of the time, place, and manner of, in which the wound was received, or disease was contracted; and its location, nature and physical effect.*] He further says that he was honorably discharged, as will appear by his certificate of discharge herewith presented [*if no discharge was received, state that fact; if lost or destroyed, detail the circumstances*], on account of said disability upon the surgeon's certificate for a pension [*if the discharge was upon a certificate of ordinary disability, and the disability continued or increased, these facts should be stated*], and recommending a discharge, as may be found reported by the commanding officer, approving the same, on file in the navy department at Washington; for the existing degree and continuance of which disability he requests a medical survey may be ordered.

He makes this declaration for the purpose of being placed on the naval invalid pension roll of the United States, and obtaining the pension to which he may be entitled under the act [*date and title of the act*] granting pensions to persons disabled in the naval service of the United States.

(*Claimant's Signature.*)

I certify that the foregoing declaration was sworn to and subscribed before me, this —— day of ——, A. D. 18—; and I further certify that I am acquainted with the said ——, and know [*or* believe] him to be the identical person who served as stated in the foregoing declaration, and that I have no interest in his claim for a pension.

[L. S.] Witness my signature, and the seal of the —— court of ——, county ——.

(*Clerk of said Court.*)

Should the declaration be made before a judge, the clerk's certificate of his official character (under seal) must be attached.

Should the declaration be made before a court of record, the clerk's certificate may be as follows:

(5.)

Clerk's Certificate.

STATE OF ——, } *ss.*
County of ——, }

I, ——, clerk of the —— court within and for said county, hereby certify that the foregoing declaration was made under oath, and subscribed by ——, before said court, on the —— day of ——, A. D. 18—.

[L. S.] In testimony whereof, I hereto set my hand, and affix the seal of our said court, this —— day of ——, A. D. 18—.

(*Clerk's Signature.*)

The affidavit of two witnesses (Form No. 2) should follow this. Should the affidavit of the witnesses be made before a justice of the peace, the clerk's certificate to the official character of such justice (under seal of the court) must also be appended.

(6.)

Surgeon's Certificate of Disability.

It is hereby certified that ——, a —— in the United States ship of war ——, commanded by ——, is rendered incapable of performing the duty of a ——, by reason of wounds [*or other injuries, or sickness*] received [*or contracted*] while he was actually in the service aforesaid, and in the line of his duty, viz:

By satisfactory evidence and accurate examination, it appears that on the —— day of ——, in the year ——, being engaged [*Here state particularly the duty in which the applicant was engaged; the harbor, navy-yard, river, bay or ocean, where the ship was, and the time when the injury was received; and give a particular description of the wound, injury, or disease, and specify in what manner it has affected the applicant so as to produce disability in the degree stated*]; and he is thereby not only incapacitated for duty aforesaid, but, in the opinion of the undersigned, is totally [*or* three-fourths, *or* one-half, *or* one-third, *or* one-fourth, *as the degree of disability may be*] disabled from obtaining his subsistence by manual labor.

(*Date.*)

(—— —— *Surgeon.*)
(—— —— *Assistant Surgeon.*)

(7.)

Certificate of Commanding Officer in an Invalid Case.

UNITED STATES SHIP ——, (*Date.*)

I certify that ——, who was a ——, on board this ship, while under my command, and while engaged in his duty as a ——

was, in consequence of the following circumstances, so injured as to be prevented from any further performance of his duty as a ——, and I therefore deemed it proper that he should be discharged from the naval service of the United States. He was accordingly discharged on the —— day of ——, 18—.

While he was [*Here state, particularly, all the facts as to the origin of the applicant's disability; the duty in which he was engaged; the particular circumstances which led to the injury; the harbor, navy-yard, river, bay, or ocean, where the ship was, and the time when the injury was received.*]

———, *Commander*
U. S. Ship ———.

(8.)

Certificate of Ordinary Disability.

I hereby certify that ———, a ——— in the United States navy, ——— attached to [*if at a navy-yard, ship or hospital, insert name and place*], and holding the rank above mentioned, as set forth in the record of his case, of which the following is a copy: [*Here insert record made by senior medical officer.*] And, therefore, in the opinion of the undersigned, the interests of the service require that he should be discharged.

———, *Surgeon.*

The above-named ———, was born at ———, in the State of ——; is —— years of age; —— feet and —— inches high; —— complexion; —— eyes; —— hair. He entered the United States naval service at ——, on the —— day of ——, 18—; and —— discharged [*here insert whether final, or to hospital or ship, for passage home, in which cases the discharge must be furnished by the fourth auditor*].

———, *Paymaster* [formerly *Purser*].

Approved: ———, *Commanding U. S. Ship* ———.

Discharged from the United States naval service, on the —— day of ——, 18—.

———, *Fourth Auditor.*

(9.)

Certificate for Pension.

I hereby certify that ———, a ——— in the United States navy, ——— while attached to [*if a navy-yard, ship or hospital, mention name and place*], and holding the rank above-mentioned, was disabled by [wound received, *or* casualty occurring, *or* dis-

ease contracted], in the United States naval service, and in the line of his duty, as set forth in the record of his case, of which the following is a copy, to wit: [*Copy of record made by senior medical officer.*] He is thereby not only incapacitated for duty, as aforesaid, but, in the opinion of the undersigned, is totally [*or* three-fourths, *or* one-half, *or other degree of disability, as the case may be*] disabled from obtaining a subsistence by manual labor.

———, *Surgeon.*

The above-named ———, was born at ———, in the State of ———, is —— years of age; —— feet —— inches high; —— complexion; —— eyes; —— hair. He entered the United States naval service at ———, on the —— day of ——, A. D. 18—; and —— discharged [*insert whether to hospital, to ship for passage home, or finally; if for passage home or hospital, the date of final discharge must be furnished by the fourth auditor*].

———, *Paymaster* [formerly *Purser*].

Approved: ———, *Commanding U. S. Ship* ———.
[*Or* Navy Yard, etc.]

Finally discharged from the United States naval service on the —— day of ———, 18—.

———, *Fourth Auditor.*

PRIVATEER PENSIONS.

Invalids who are wounded or disabled on board private armed vessels during the last war with Great Britain, were, by act of May 31, 1854, allowed pensions from the date of their injury or disability (if received in the line of duty), to June 30, 1854.

The evidence of their being entitled to the benefits of the law which was required by the Pension Office was:

1. A sworn declaration or memorial, setting forth the vessel to which the pensioner belonged, his rank or station, when and in what manner disabled, monthly rate of pension, and date to which last paid.

2. Evidence of identity, either by affidavit of two credible witnesses, or the certificate of a Justice of the Peace.

The above evidence to be authenticated by the certificate, under seal, of the proper officer, showing the official character of the Justice of the Peace; and to be forwarded, together with the original pension certificate, to the Pension Office.

(10.)

Declaration for obtaining a Privateer's Invalid Pension.

STATE OF ——— } *ss.*
County of ——— }

On this ——— day of ———, A. D. 18—, personally appeared before the ——— court [*or* before me ———, judge *or* clerk of the ——— court], a court of record within and for said county, ———, a resident of ———, in the State of ———, aged ——— years, who, being first sworn according to law, declares, that he is the identical ———, who was a ——— on board a private armed vessel of the United States, in the war between the United States and Great Britain; that he enlisted [*or* volunteered] on the ——— day of ———, in the year ———, at ———, in the State of ———, to serve on board the ———. [*State name and class of private armed vessel, on board which applicant served; the officer in command; the engagement or other occupation in the line of duty in which the injury was received, or the disease contracted; the time when, and manner how, received or contracted, and nature, continuance, and location of the wound or disease; with proper reference to the transcript from the journal of the commanding officer, communicated to the Secretary of the Navy under the 3d and 4th sections of the act of February* 13, 1813.]

He makes this declaration for the purpose of being placed on the invalid privateer pension roll of the United States, and of obtaining the pension to which he may be entitled under the act of February 13, 1813.

[*Claimant's Signature.*]

I certify that the foregoing declaration was sworn to before me, this ——— day of ———, A. D. 18—; and that I am acquainted with the said ———, and know [*or* believe] him to be the identical person who served as stated in the foregoing declaration, and that I am not interested in the above claim.

[L. S.] Witness my hand, and the seal of the ——— court of ——— county. ———, *Clerk of said Court.*

Should the declaration be made before a court, the certificate of the clerk should be similar to Form No. 5 on a preceding page. Should it be made before a judge, his official character must be certified by the clerk under seal. The affidavit of two witnesses, according to Form No. 2, should follow, and if this affidavit is made before a Justice of the Peace, the certificate of the clerk,

under the proper seal of the proper court should be appended. (See Form No. 3.)

NAVAL INVALID PENSIONS, UNDER ACT OF JULY 14, 1862.

"A."

Form of Declaration for a Navy Invalid Pension.

STATE OF ——— } *ss.*
County of ——— }

On this ——— day of ———, A. D. one thousand eight hundred and ———, personally appeared before ——— [*here state the official character of the person administering the oath*], within and for the county and State aforesaid, ———, aged ——— years, a resident of ———, in the State of ———, who, being duly sworn according to law, declares that he is the identical ———, who enlisted in the service of the United States, at ———, on the ——— day of ———, in the year ———, as a ———, and was honorably discharged on the ——— day of ———, in the year ———, at ———; that his personal description is as follows: [*here state height, complexion, color of hair, occupation, etc.*], that while in the service aforesaid, and in the line of his duty, he received the following wound [*or other disability as the case may be: here give a particular and minute account of the wound or other injury, and state how, when, and where it occurred, where the applicant has resided since leaving the service, and what has been his occupation*]. He makes this application in order to secure the benefits of the act granting pensions, approved July 14, 1862.

[*Signature of Claimant.*]

Also personally appeared —— and ——, residents of [*county, city, or town*], persons whom I certify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw ——— sign his name [*or make his mark*] to the foregoing declaration; and they further swear that they have every reason to believe, from the appearance of the applicant, and their acquaintance with him, that he is the identical person he represents himself to be; and they further state that they have no interest in the prosecution of this claim.

[*Signatures of Witnesses.*]

Sworn to, and subscribed before me this —— day of ———, A. D. 18—; and I hereby certify that I have no interest direct or indirect, in the prosecution of this claim.

[*Signature of Judge or other Officer.*]

Applicant's Post-office address:

This declaration, like all declarations of applicants for pensions, must be made before a court of record, or a judge or clerk of such court. In any case, the clerk's certificate and seal must be attached. To this must be added the affidavit of two witnesses, as in Form 2, on a preceding page, which may be sworn to before a Justice of the Peace, or other officer authorized to administer oaths generally, but the judicial character of such officer must be certified by the clerk of a court of record with seal, as in Form 3. There will also be required the certificate of the surgeon of the ship to which the applicant belonged, but if this cannot be obtained, from absence or other causes, then the affidavit of two civil surgeons reputable in their profession, according to the following form, will answer:

"F."

Form of Surgeon's Affidavit.

——— [*Date.*]

It is hereby certified that ———, who was a ——— in the naval service of the United States [*here state the vessel or station on which applicant was engaged and his particular service*], is suffering from [*here give a particular description of the wound, injury, or disease, and specify in what manner it has affected the applicant so as to produce disability in the degree stated*], and he is thereby not only incapacitated for naval duty, but, in the opinion of the undersigned, is totally [*or* three-fourths, one-half, *or* one-third, *as the case may be*] disabled from obtaining his subsistence from manual labor. And we further certify that, upon satisfactory evidence, and after accurate examination, we believe the said disability was incurred in the naval service of the United States, and in the line of duty.

———, *Surgeon.*
———, *Surgeon.*

Sworn to, and subscribed before me, this —— day of ———, A. D. 18—; and I hereby certify that the said ——— and ——— are known to me as surgeons in actual practice, reputable in their profession, and that I have no interest, direct or indirect, in the prosecution of this claim.

[*Magistrate's Signature.*]

GRATUITOUS PENSIONS

I. To Widows and Orphans of Officers, Soldiers, etc.

As there are very few, if any, cases where a pension is yet to be granted to the widows or orphan children of revolutionary soldiers, we do not deem it necessary to give any forms or instructions for these.

By the acts of Congress of April 16, 1816, July 21, 1848, February 22, 1849, June 3, 1858, and the joint resolution of September 28, 1850, provision is made for the widows and orphans of soldiers of the regular army, and to some extent to those of volunteers and militia prior to the war of 1861, and the acts of April 10, 1812, March 3, 1817, April 20, 1818, March 19, 1836, February 3, 1853, and August 5, 1854, supply all deficiencies, and place the widows and orphans of volunteers and militia on the same footing as those of regulars.

The following are in substance the regulations of the Pension Office for obtaining pensions for widows and orphans of soldiers in wars since the revolution, and for all claimants prior to the passage of the act of July 14, 1862:

1. The declaration of the widow, or of the guardian duly appointed and qualified, in the case of a minor child or children, must be made, under oath or affirmation, before a court of record (or before a judge or clerk of such court, unless satisfactory reason is shown for making such affidavit before some other magistrate having authority to administer oaths), according to the forms which follow these instructions. In all cases, the official character of the magistrate must be duly certified by the proper officer, under his seal of office.

2. If the applicant be a widow, she must prove the legality of her marriage, the death of her husband, and that she is still a widow. She must also furnish the names and ages of her children under sixteen years of age at her husband's decease, and the place of their residence. On a subsequent marriage her pension will cease, and the minor child or children of the deceased officer or soldier, if any be living, under the age of sixteen years, will be entitled to the same from the date of such

marriage. By the act of August 5, 1854, widows of deceased officers and soldiers who had married again are not precluded from claiming a pension, provided they are widows (the second husband having died) at the time of making the claim.

3. If application be made in behalf of a minor child of the deceased officer or soldier, the marriage of his parents must be proved, the death of his father, the death or re-marriage of his mother, and that he is still a minor under sixteen years of age.

4. If the deceased officer or soldier was a pensioner, that fact should be stated, as well as the act under which he was pensioned, and the agency at which he was paid. In such case a reference to the evidence filed in his application will be sufficient to prove the service.

5. Proof of the service of the deceased officer or soldier must be had from the muster rolls or other documentary evidence in custody of the executive departments (which the claimant is not required to produce) or else from the testimony of commissioned officers, or the affidavits of persons of known respectability. It must also be clearly shown in what company and regiment or corps the deceased served, and in what grade.

6. Applicants must furnish the best proof the nature of the case will allow, not only as to the place and time of the death of the deceased officer or soldier, but also as to the complaint of which he died, and the supposed cause of his disease.

7. The legality of the marriage may be ascertained by the certificate of the clergyman who joined them in wedlock, or by the testimony of respectable persons having knowledge of the fact, in default of record evidence. The ages and number of children may be ascertained by the deposition of the mother, accompanied by the testimony of respectable persons having knowledge of them, or by transcript from the parish registers, duly authenticated. The widows must show at the time of receiving each and every payment of her pension that she has not again married. This may be done by the affidavits of respectable persons having knowledge of the case.

8. Under the provisions of the 1st section of the act of February 3, 1853, all widows and orphans who were granted and allowed five years' half-pay by the provisions of the act of July

4, 1836, extended by the act of July 21, 1848, and further extended by the act of February 22, 1849, are entitled to a continuance of said half-pay for a further period of five years, to commence at the expiration of the half-pay provided for by the aforesaid acts, under the restrictions and limitations specified therein.

9. Under the last proviso of the first section of the act of February 3, 1853, the widows of officers, non-commissioned officers, musicians and privates of the regulars, militia and volunteers, of the war of 1812, and also in the various Indian wars since 1790, who remained to the date of their death in the service of the United States, or who, having received an honorable discharge, and having died since their return to their usual place of residence of wounds received, or from disease contracted while in the line of their duty, are entitled to receive half the monthly pay to which the deceased was entitled at the time of his death, or at the time of receiving such wounds, or contracting such disease, for and during the term of five years, to commence at the time of completing the evidence in said case.

10. Agents must in all cases have proper authority from the claimants on whose behalf they appear. No power of attorney will be recognized as sufficient unless signed in the presence of two witnesses, and acknowledged before a duly qualified officer, whose authority is certified under seal.

Declaration of Widow: applying in general to all the acts specified above.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. 18—, personally appeared before me the ——, of the ——, ——, a resident of the county of ——, and State of ——, aged —— years, who, being first duly sworn according to law, doth, on her oath, make the following declaration, in order to obtain the benefits of the provision made by the act of Congress approved ——; that she is the widow of ——, who was a [*here insert the rank the husband held, and specify the service performed*].

She further declares that she was married to the said —— on the —— day of ——, in the year ——; that her husband, the aforesaid ——, died on the —— day of —— [*should there be children*,

insert here—that there were born to them, during their said marriage, the following children, who were under sixteen years of age at the time of the death of said decedent, viz.: ——, born ——, 18—; ——, born ——, 18—; etc., and that these are still living, and at the following places: here give the places of residence of the children], and that she has remained a widow ever since that period [*if the widow was subsequently married, the name of her second husband, the date of the marriage, and death of second husband, must be stated in the declaration and proved*], as will more fully appear by reference to the proof hereto annexed.

[*Declarant's Signature.*]

Sworn to and subscribed on the day and year first above written, before ——.

[*Officer's Signature.*]

Declaration in order to obtain the benefits of the Act of July, 1848.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, personally appeared before the —— of the ——, ——, resident of ——, in the county of ——, and State of ——, aged —— years, who, being duly sworn according to law, doth, on her oath, make the following declaration, in order to obtain the benefit of the provision made by the law of the United States, passed on the 21st of July, 1848: That she is the widow of ——, who was a —— in the —— regiment of United States ——; that she was married to the said ——, on the —— day of ——, in the year eighteen hundred and ——; that her husband, the aforesaid ——, died on the —— day of ——, at ——, in ——, in consequence of ——; and that she has remained a widow ever since that period, as will more fully appear by reference to the proofs hereto annexed.

[*Declarant's Signature.*]

Sworn to and subscribed on the day and year above written, before ——.

[*Officer's Signature.*]

"A."

Declaration in order to obtain the Renewal of the Half-Pay provided for in the first section of the Act of February 3. 1853.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. ——, personally appeared

before me, a ———, within and for the county and State aforesaid, ———, a resident of said county, aged ——— years, who being first duly sworn according to law, doth, on her oath, make the following declaration in order to obtain the benefits of the provision made by the act of Congress, passed the 3d February, 1853, granting the renewal of half-pay to certain widows and orphans: That she is the widow of ———, who was a [*Here insert the rank the husband held, the company and regiment in which he served, and the monthly amount of half-pay which she received under the first section of the Act of July* 4, 1836, *or July* 21, 1848.] She further declares that she is still a widow.

[*Declarant's Signature.*]

Sworn to and subscribed before me, the day and year above written.

[*Officer's Signature.*]

This declaration may be made before any officer authorized to administer oaths, generally; whose official character must be shown by the certificate and seal of the clerk of the proper court.

The affidavit of two disinterested persons, that they are acquainted with the widow; that she is the identical person to whom half-pay for five years was granted as stated in her declaration; and that she is a widow, must accompany the foregoing declaration.

"B."

Declaration in order to obtain the Benefits of the last proviso of the first section of the Act passed February 3, 1853.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, 18—, before the ——— court [*or* before ———, judge, *or* ———, clerk of the ——— court] a court of record, within and for the county and State aforesaid, personally appeared ———, a resident of said county, aged ——— years, who being first duly sworn according to law, doth, on her oath, make the following declaration in order to obtain the benefit of the provision made by the law of the United States, passed the 3d day of February, 1853: That she is the widow of ——, who was a —— in company ——, in the —— regiment of regulars [*or* militia, *or* volunteers—*if militia or volunteers, mention the war in which service was performed*]. That she

was married to the said ——— on the ——— day of ———, in the year ——; that her husband, the aforesaid ———, died on the ——— day of ———, 18—, at ———, in consequence of ———, and that she has remained a widow ever since that period, as will more fully appear by reference to the proofs hereto annexed.

[*Declarant's Signature.*]

Sworn to and subscribed before me the day and year above written.

[*Officer's Signature.*]

Form of Declaration for Guardian of Minor Children in order to obtain Half-Pay.

STATE OF ——— } *ss.*
County of ——— }

On this —— day of———, A. D. 18—, personally appeared before the——— court of the ——— [*or* before a judge or clerk of the ——— court] a court of record, ———, a resident of ———, in the county of ———, and State of———, aged —— years, who being first duly sworn according to law, doth, on oath, make the following declaration, as guardian of the minor child ——— of———, deceased, in order to obtain the benefits of the provision made by the act of Congress, approved ——, granting half-pay to minor children (under 16 years of age) of deceased officers and soldiers: That he is the guardian of [*naming the minor child or children, his ward or wards*], whose father was a [*naming the rank of such deceased officer or soldier, and reciting his service*]; that the parents of his said ward— were married at ——, on the —— day of ———, 18—, by ———; that the said [*the father*] died at ———, on the —— day of ———, in the year ———; that the mother of the child—— aforesaid, died [*or* again married, being now the wife of ———], on the —— day of———, in the year ——; and that the date— of the birth— of his said ward— —— as follows; ———.

[*Guardian's Signature.*]

Sworn to and subscribed on the day and year first above written, before

[*Officer's Signature.*]

An authenticated copy of the letters of guardianship must accompany this declaration, together with proof of marriage, of death, of the children being those of the deceased officer or soldier, etc., as in applications by widows. We have already

given the forms for preparing this proof. If the deceased officer or soldier had himself received an invalid's pension, or if his widow had received a widow's pension, it will be sufficient to refer to the proofs already on file in the Pension Office, in regard to his service or death.

II. Pensions to Widows and Orphans under Pension Act of July 14, 1862.

No pensions are granted to widows or orphans by this act except to those who were connected with deceased officers or soldiers, or naval officers, sailors, or marines of the war of 1861.

The proofs of the legality of the marriage of the widow, and of the fact that she is still a widow, are requisite precisely as in the former cases of widows' pensions. Her pension ceases on her re-marriage, or if there be children of the deceased officer or soldier under sixteen years of age, reverts to them.

The proofs of marriage of parents, of the age of claimants, and of guardianship, are also required in the case of minor children as in the pensions under preceding acts.

Applicants of either of these classes, who have in any manner aided or abetted the rebellion against the United States government, are not entitled to the benefits of this act.

"B."

Form of Declaration for obtaining a Widow's Army Pension.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, A. D. 18—, personally appeared before the —— court of —— [*or* before me, a —— of said court], a court of record, ——, a resident of ———, in the county of ———, and State of ———, aged —— years, who, being first duly sworn according to law, doth, on her oath, make the following declaration, in order to obtain the benefit of the provision made by the act of Congress approved July 14, 1862: That she is the widow of ———, who was a ——— in company ——, commanded by ———, in the —— regiment of ———, in the war of 1861, who [*here specify the time, place and cause of death*]. She further declares that she was married to the said ——— on the ——— day of ———, in the year ——; that

her husband, the aforesaid ——, died on the day above mentioned, and that she has remained a widow ever since that period [*or if she has re-married and again become a widow, the fact must be stated*], as will more fully appear by reference to the proofs hereto annexed. [If the declarant has any children by the deceased officer or soldier, it must be added here—that there were born to her and her said husband during the existence of said marriage the following children, who are now under sixteen years of age, viz: *Here give names, date of birth and residence of all the children under sixteen years of age.*] She also declares that she has not in any manner been engaged in, nor aided or abetted, the rebellion in the United States.

[*Declarant's Signature.*]

Also personally appeared —— and ——, residents of [*county, city or town,*] persons whom I testify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw —— sign her name [*or make her mark*], to the foregoing declaration; and they further swear that they have every reason to believe, from the appearance of the applicant, and their acquaintance with her, that she is the identical person she represents herself to be; and that they have no interest in the prosecution of this claim.

[*Signatures of Witnesses.*]

Sworn to and subscribed before me, this —— day of ——, A. D. 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

Applicant's Post-office address:

[*Signature of Judge or other Officer.*]

The certificate of the clerk of the court to the official character of the judge, or other officer of the court, before whom the declaration is made, with the seal of the court, must be appended to this declaration. See Form 5.

If the declarant employs an agent to prosecute her claim she must give him a power of attorney according to the form already given.

"C."

Form of Declaration of Guardian of Minor Children in order to obtain Army Pensions.

STATE OF ——, *County of* ——, *ss.*

On this —— day of ——, A. D. 18—, personally appeared before

the —— of the——, in the county and State aforesaid, —— a resident of——, in the county of ——, and State of ——, aged —— years. who, being first duly sworn according to law, doth on oath make the following declaration, as guardian of the minor child— of ——, deceased, in order to obtain the benefits of the provision made by the act of Congress approved July 14, 1862, granting pensions to minor children, under sixteen years of age, of deceased officers and soldiers; that he is the guardian of —— [*naming the minor child or children, his ward or wards*], whose father was a —— in company —— commanded by ——, in the —— regiment of ——, in the war of 1861, and that the said —— died at——, on the —— day of ——, in the year 18— [*here state the cause of death*]; that the mother of the child ——, aforesaid, died [*or* again married, being now the wife of ——] on the —— day of ——, in the year ——; and that the date— of birth— of his said ward— —— as follows:

He further declares that the parents of his said ward were—married at ——, on the —— day of ——, in the year ——, by ——.

[*Guardian's Signature.*]

Sworn to and subscribed on the day and year first above written, before ——; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of Judge or other Officer.*]

This declaration must be accompanied by a certified copy of the letters of guardianship, and by the same proof as in the case of declarations by widows. [See forms for these on previous page.]

"H."

Form of a Widow's application for an increase of pension under the second section of the act of July twenty-five, eighteen hundred and sixty-six.

STATE (TERRITORY OR DISTRICT) OF—— —, } *ss:*
County of——,

On this —— day of ——, A. D. ——, personally appeared before me, —— of the ——, A. B., a resident of ——, in the County of ——, and State (Territory or District) of ——, aged —— years, who being duly sworn according to law, doth on her oath make the following declaration, in order to obtain the benefit of the provision made by the second section of the act of Congress increasing the pensions of widows and orphans, approved July twenty-five, eighteen hundred and sixty-six: That

she is the widow of ——— — —, who was a ——— in company ——, commanded by ———, in the ——— regiment of ———, in the war of 1861; and that, by reason of his death in the service aforesaid, she has been granted a pension of eight dollars per month, in accordance with a certificate numbered ——, bearing date ———. She further swears that she has the following-named children of her deceased husband and herself, under sixteen years of age, who are now living, the dates of whose birth were as given below, to wit:

She further declares that she has not remarried since the death of her said husband, nor has she abandoned the support of any one of the children above named, nor permitted any one of the same to be adopted by any other person or persons as his, her, or their child.

My post-office address is as follows:———.

[*Declarant's Signature.*]

Also personally appeared ——— ——— and ——— ———, residents of (county, city, or town), persons whom I certify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw ——— ——— sign her name (or make her mark) to the foregoing declaration; and they further swear that they have every reason to believe, from the appearance of the applicant and their acquaintance with her, that she is the identical person she represents herself to be, and that they have no interest in the prosecution of this claim.

[*Signatures of Witnesses.*]

Sworn to and subscribed before me, this ——— day of ———, A. D., 186—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of judge or other officer.*]

"I."

Form of a Guardian's application for increase of pension under the second section of the act of July twenty-five, eighteen hundred and sixty-six.

STATE (TERRITORY OR DISTRICT) OF———, } *ss.:*
County of———. }

On this —— day of ———, A. D. ——, personally appeared before me, ——— of the ———, A. B., a resident of — ——, and State [Territory or District] of ———, aged —— years, who, being first duly sworn according to law, doth on —— oath make the following declaration, in order to obtain the benefit of the provision made by the second section of the act of Congress increasing the pensions of widows and orphans, approved July twenty-five, eighteen hundred and sixty-six: That [he or she] is

the guardian of [naming the minor child or children, ward or wards,] whose father was a ——— in company ———, commanded by ———, in the —— regiment of ———, in the war of 1861, and that the said [naming the father] died at ———, on the —— day of ———, in the year ———, [here state the cause of death]; that the mother of the child ——— aforesaid died [or again married, being now the wife of ——— ———] on the —— day of ———, in the year ———; and that the dates of birth of the said [minor child or children, ward or wards] were as follows, to wit:

[He or she] further declares that the parents of the said [minor child or children, ward or wards] were married at ———, on the —— day of ———, in the year ———, by ———; and that the maiden name of their mother was ———.

My post office address is as follows:

[*Guardian's Signature.*]

Also personally appeared ——— and ———, residents of [county, city, or town], persons whom I certify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw ——— sign her name [or make her mark] to the foregoing declaration; and they further swear that they have every reason to believe, from the appearance of the applicant and their acquaintance with her, that she is the identical person she represents herself to be, and that they have no interest in the prosecution of this claim.

[*Signature of Witnesses.*]

Sworn to and subscribed before me, this —— day of ———, A. D. 186—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of judge or other officer*].

PENSIONS FOR WIDOWS AND ORPHANS IN NAVY CASES.

I. CLAIMS PRIOR TO 1861.

Regulations for obtaining Pensions for Widows and Orphans in Navy Cases.

In all claims for widows' pensions, or a renewal thereof, it must be shown by evidence, accompanying the application, or already on file, that the husband lost his life while in the naval service, by reason of wounds or injuries received, casualty incurred, or disease contracted in the line of duty. In cases of a date subsequent to that of the general order, such evidence may generally be found here; but if of prior date must, if practicable, be furnished by the certificate of medical or other commissioned

officers of the navy, cognizant of the facts. If, after using due diligence, such certificates cannot be obtained, the applicant can then present such other testimony as would be taken in a court of justice.

The usual legal proof of marriage must be produced, accompanied by a statement of the names and ages of all children of the parties, whether the fruit of their own or of former marriage. This last is to be desired, not only as a security to the government, but as facilitating any future claim on the part of the children.

The widowhood and identity of the applicant should be stated in the memorial, and certified by the officiating magistrate or established by the affidavit of credible witnesses; and all evidence (excepting the certificates of naval officers), must be given by affidavit before a magistrate, whose official character must be certified by the clerk of the county in which he acts, under his seal of office. Applications for orphans' navy pension may be made in the following cases:

1. Death of mother before the father.

2. Death of mother since the father, but without having received the benefit of the pension laws.

3. Death or intermarriage of their mother, since having received such benefit.

In the first and second cases, the same testimony would be required as in widows' applications, together with legal proof of the names and ages of the children.

In the third case, the latter only.

Orphans' applications can be made by the legally-appointed guardian, in any form embracing a statement of facts. Claims of arrearages of pension may be paid to the orphans themselves, if adults, or to an administrator, for the sole and exclusive use and benefit of the children of the deceased parties.

Form of Application for Widow's Navy Pension.

To the Commissioner of Pensions:

The memorial of the undersigned [*widow's name*], the widow of [*husband's name*], who was a [*here give the rank of the husband*], in the naval service of the United States, respectfully showeth.

That the said [*husband's name*], entered the service in the year ——, and died therein, while holding the rank above mentioned, on the —— day of ——, 18—, by reason of [*here give minute description of the injury, accident, or disease by which the death was caused, mention when, where, and how it happened, and whether deceased was at the time serving on board ship (and if so, naming her, with the name of her commander) or in the hospital, and at what place or station*], in the line of duty.

That the undersigned was married to the said ——, on the —— day of ——, in the year ——; and that the following is a correct statement of the names and ages of the children of the parties, now living. [*Here give names of children, with the dates of their birth, including the children of either of the parties by a former marriage.*]

That your memorialist has, since the death of her said husband, remained unmarried, and the widow of the said —— [*if the widow married a second time, but is unmarried at the time of the application, the date of such subsequent marriage and the time of the death of her last husband must be stated and proved*]; for the truth of which statement she refers to the testimony, herewith filed [*or already filed in the Pension Office*]. She claims the benefits of the laws granting pensions to the widows of officers, seamen and marines who have died in the naval service, and requests that her name may be inscribed on the roll of pensions, payable at the Navy Pension Agency, at ——.

[*Declarant's Signature.*]

Sworn to and subscribed before the —— court [*or* before me, ——, judge; *or* before me, ——, clerk of the —— court], a court of record within and for the county of ——, and State of ——, this —— day of ——, A. D. 18—.

[L. S.] Witness my signature and the seal of said court, the day and year aforesaid.

[*Clerk's Signature.*]

Accompanying this declaration must be the following proof:

1. Proof of service and the cause of the death of the husband. Where the husband was a pensioner while living, proof of service need not be made. If record evidence of the service and cause of death of the husband is in the archives of the Government, the facts of the service and death may be stated in brief in the declaration, and reference be made to the place where such record evidence may be found. The character of the proof necessary (whenever required) may be learned by consulting the regulations which precede the foregoing declaration.

2. Proof of the marriage. This must be made by one of the methods mentioned under "WIDOWS AND ORPHANS—REVOLUTIONARY WAR"; or, "WIDOWS AND ORHANS—VOLUNTEERS AND MILITIA"; OR "WIDOWS AND ORPHANS—REGULARS."

3. Proof of the death of the husband.

4. Proof of the names and ages of the children.

5. Proof of present widowhood.

6. Proof of the date of subsequent marriage, and the death of last husband, when required by facts.

The form of declaration applicable in obtaining a pension may also be used in applying for the renewal of a pension. The only alterations necessary are these: 1. It should appear that the claimant formerly obtained a pension for the service of her husband mentioned in her declaration. 2. That the declaration is made to obtain a renewal of the pension, mentioning the act under which such renewal is claimed.

The following form of certificate of the death of a person in the naval service, accompanies the general order issued by the Secretary of the Navy, on the 17th day of February, 1851;

I hereby certify that ——, who was a —— in the United States navy, while attached to [*here insert the name of the vessel, hospital, or navy-yard*], and holding the rank above mentioned, departed this life at —— on the —— day of ——, 18—, and that he died of [*wound, casualty, or disease, as the case may be*], as set forth in the record of his case, of which the following is a copy· [*Here give copy of the record.*]

[*Surgeon's signature.*[

The above-named deceased, was born at —— in the county of ——, and State of ——, about —— years of age, —— feet —— inches high; —— complexion; —— eyes; —— hair; and entered the United States naval service at ——, on the —— day of ——, in the year ——.

[*Purser's Name.*]

Approved. [*Commander's Name.*]

Declaration of Guardian of Minor Children.

TO THE COMMISSIONER OF PENSIONS:

The memorial of the undersigned [*insert guardian's name*], guardian of [*here insert the names of the children*], minor children of [*here insert the name of the father*] who was a ——— in the

naval service of the United States, respectfully showeth: that the said [*the father*] entered the service in the year ——, and died therein, while holding the rank above mentioned, on the —— day of ——, by reason of [*a wound, casualty or disease*] in the line of duty.

That the parents of his wards were married at ———, on the —— day of ———, A. D. 18—, by one ———, a ———; that the mother of his said wards died [*or* was again married, being now the wife of ——] on the ——day of —— A. D. 18—; and that the dates of the births of his said wards are as follows: [*Here give the date of the birth of each child.*] He makes this declaration for the purpose of obtaining for his said wards the benefit of the laws granting navy pensions to the minor children of officers, seamen, and marines who have died in the naval service; and requests that the names of his said wards may be inscribed on the roll of pensioners, payable at the Navy Pension Agency at ———, in the State of ———.

[*Declarant's Signature.*]

This must be sworn to before a court of record or judge or clerk of such court, and the certificate of oath, similar to that in the case of the widow's declaration on a preceding page, must be appended.

II. NAVAL PENSIONS TO WIDOWS AND ORPHANS UNDER THE ACT OF JULY 14, 1862.

"B."

Form of Declaration for obtaining a Widow's Navy Pension.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. 18—, personally appeared before me ——, of the —— court, ——, a resident of ——, in the county of —— and State of ——, aged —— years, who, being first duly sworn according to law, doth, on her oath, make the following declaration, in order to obtain the benefits of the provision made by the Act of Congress, approved July 14, 1862, granting pensions; That she is the widow of ——, who was a —— [*here state the husband's service*] who, [*here specify the time, place, and cause of his death*]. She further declares, that she was married to the said —— on the —— day of ——, in the year ——; that her husband, the aforesaid ——, died on the day above mentioned, and that she has remained a widow ever since that period [*or if she has re-married and again become a widow, the fact must be stated*], as will more fully appear by reference to the proof hereto annexed. The personal description of the said

—— her deceased husband, is as follows: [*Here state his age, height, complexion, occupation, etc.*] She also declares that she has not in any manner been engaged in, nor aided or abetted, the rebellion in the United States.

[*Declarant's Signature.*]

Also personally appeared —— and ——, residents of [*county, city or town*] persons whom I testify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw ——sign her name [*or make her mark*] to the foregoing declaration, and they further swear that they have every reason to believe, from the appearance of the applicant and their acquaintance with her, that she is the identical person she represents herself to be; and that they have no interest in the prosecution of this claim.

[*Signatures of Witnesses.*]

Sworn to and subscribed before me, this —— day of —— A. D. 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of Judge or other Officer.*]

Applicant's post office address:

This must be accompanied by like proof as in other applications by widows.

"C."

Form of Declaration for Guardian of Minor Children in order to obtain Navy Pension.

STATE OF ——
County of —— } *ss.*

On this —— day of —— A. D. 18—, personally appeared before the —— of the —— [*or the judge or clerk of such court*], ——, a resident of ——, in the county of ——, and State of ——, aged —— years, who, being first duly sworn according to law, doth on oath make the following declaration, as guardian of the minor child— of —— deceased, in order to obtain the benefits of the provision made by the act of Congress, approved July 14, 1862, granting pensions to minor children, under sixteen years of age, of deceased officers and seamen; that he is the guardian of —— [*naming the minor child or children, his ward or wards*], whose father was a —— [*here state the father's service*], and that the said —— died at ——, on the —— day of ——, in the year 18—, [*here state the cause of death*]; that the mother of the child—— aforesaid, died [*or again married, being now the wife of* ——], on

the —— day of ——, in the year ——; and that the date— of birth— of his said ward— —— as follows.

He further declares that the parents of his said ward— were married at ———, on the —— day of ———, in the year ——, by ——. [*Guardian's Signature.*]

Sworn to and subscribed on the day and year first above written, before ——; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of Judge or other Officer.*]

This must be accompanied by a certified copy of the letters of guardianship, and by the same proof as in the case of widows.

III. GRATUITOUS PENSIONS TO MOTHERS AND SISTERS OF DECEASED SOLDIERS OR SAILORS IN THE NAVAL SERVICE.

These have never been granted previous to the law of July 14th, 1862. The following are the regulations of the Pension Office in respect to them:

1. If the claimant be the mother of the deceased soldier, it will be necessary to prove that he was disabled, or killed, or died of disease contracted in the service, and in the line of his duty. If he received an invalid pension, or his death appeared on the government rolls, reference to these will be sufficient.

2. It will further be necessary to prove that the deceased left no wife nor children; that the claimant was legally married and the mother of the deceased, and was and remains a widow; that she was partially or totally dependent upon him for support, and that she has not in any manner aided or abetted the rebellion in the United States.

3. In the case of orphan minor sisters, claiming a pension, it will be necessary to prove the death of the deceased brother, in the same way as above stated, and also, the marriage of the parents of the claimant or claimants; the death or marriage of the mother of the deceased; the relationship between the claimant or claimants and the deceased; the names and ages of the sisters under sixteen years of age, who were dependent on the deceased in whole or in part, for support; that the deceased left neither widow nor children; and that the claimant or claimants had not in any way aided or abetted the rebellion against the United States.

Affidavits in proof of these several facts may be made before a justice or other officer authorized to administer oaths generally; but his official character must be certified by the clerk of the proper court under its seal. The ages of the minor claimants should be given where possible, by an abstract from the parish register, duly authenticated.

"D."

Form of Declaration for Mother's Application for Army Pensions.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. ——, personally appeared before the ——, of the ——, ——, a resident of ——, in the county of ——, and State of ——, aged —— years, who, being first duly sworn according to law, doth on her oath make the following declaration, in order to obtain the benefits of the provisions made by the act of Congress July 14th, 1862: That she is the widow of ——, and mother of ——, who was a —— in company ——, commanded by ——, in the —— regiment of ——, in the war of 1861, who [*here state the time, place and cause of death*].

She further declares that her said son, upon whom she was wholly or in part dependent for support, having left no widow nor minor child under sixteen years of age surviving, declarant makes this application for a pension under the above mentioned act, and refers to the evidence filed herewith, and that in the proper department, to establish her claim.

She also declares that she has not, in any way, been engaged in, nor aided or abetted the rebellion in the United States; that she is not in the receipt of a pension under the second section of the act above mentioned, nor under any other act, nor has she again married since the death of her son, the said .

[*Declarant's Signature.*]

Also personally appeared —— and ——, residents of [*county, city or town*], persons whom I certify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw —— sign her name (*or* make her mark) to the foregoing declaration, and they further swear that they have every reason to believe, from the appearance of the applicant, and their acquaintance with her, that she is the identical person she represents herself to be.

[*Signatures of Witnesses.*]

Sworn to and subscribed before me this —— day of ——, A. D. 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of Judge or other Officer.*]

Applicant's Post-office address:

"D."

Form of Declaration for Mother's Application for Navy Pensions.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. ——, personally appeared before the ——, of the ——, ——, a resident of —— in the county of ——, and State of ——, aged —— years, who, being first duly sworn according to law, doth on her oath make the following declaration in order to obtain the benefits of the provisions made by the act of Congress approved July 14, 1862, granting pensions; that she is the widow of ——, and mother of ——, who was a [*here state decedent's service, and personal description*], who [*here state the time, place and cause of death*].

She further declares that her said son, upon whom she was wholly or in part dependent for support, having left no widow nor minor child under sixteen years of age surviving, declarant makes this application for a pension under the above-mentioned act, and refers to the evidence filed herewith, and that in the proper department, to establish her claim.

She also declares that she has not in any way been engaged in, nor aided or abetted the rebellion in the United States; that she is not in the receipt of a pension under the second section of the act above mentioned, nor under any other act, nor has she again married since the death of her son, the said ——.

[*Declarant's Signature.*]

Also personally appeared —— and ——, residents of [*county, city or town*], persons whom I testify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw —— sign her name [*or* make her mark] to the foregoing declaration; and they further swear that they have every reason to believe, from the appearance of the applicant and their acquaintance with her, that she is the identical person she represents herself to be.

[*Signatures of Witnesses.*]

Sworn to, and subscribed before me, this — — day of ——,

A. D. 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of Judge or other Officer.*]

Applicant's Post office address:

Form of Declaration of Guardian of Orphan Sisters for Army Pension.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, A. D. ——, personally appeared before the ——— of the ———, ———, a resident of ———, in the county of ———, and State of ———, aged —— years, who, being first duly sworn according to law, doth on oath make the following declaration, in order to obtain a pension under the act of July 14, 1862: That he is the legally-appointed guardian of [*here give the names and ages of his ward or wards*], who —— the only surviving child——, under sixteen years of age, of ———, and ———, his wife, and sister— of ———, who was a ———, in company ———, commanded by ———, in the ——— regiment of ———, in the war of 1861, who [*here state the time, place, and cause of his death*]. That the brother of his said ward—, upon whom [*they were*] wholly, or in part, dependent for support, having left no widow, minor child or children, nor mother, declarant as guardian, and on behalf of his ward—, refers to the accompanying evidence, and such as may be found in the department, to establish her [*or* their] claim under the law above named.

He further declares that his said ward— —— not in the receipt of any pension under said act.

He further declares that his ward— —— not, in any way, been engaged in, nor aided or abetted, the rebellion in the United States.

[*Guardian's Signature.*]

Applicant's Post-office address:

Sworn to, and subscribed before me, this —— day of ———, A. D. 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

[*Signature of Judge or other Officer.*]

Form of Declaration of Guardian of Orphan Sisters for Navy Pension.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, A. D. ——, personally appeared

before the ———, of the ———, ———, a resident of ———, in the county of ———, in the State of ———, aged —— years, who, being first duly sworn according to law, doth on oath make the following declaration, in order to obtain a pension under the act of July 14, 1862. That he is the legally-appointed guardian of [*here give the names and ages of his ward or wards*], who —— the only surviving child——, under sixteen years of age, of ———, and ———, his wife, and sister— of ———, who was a [*here state decedent's service and personal description*], who [*here state the time, place, and cause of his death*]. That the brother of his said ward—, upon whom [*they were*] wholly [*or* in part] dependent for support, having left no widow, minor child or children, nor mother, declarant as guardian, and on behalf of his ward—, refers to the accompanying evidence, and such as may be found in the department, to establish her [*or* their] claim under the law above named.

He further declares that his said ward— —— not in receipt of any pension under said act.

He also declares that his ward— —— not, in any way, been engaged in, nor aided or abetted, the rebellion in the United States.

[*Guardian's Signature.*]

Sworn to, and subscribed before me, this —— day of ———, A. D. 18——; and I hereby certify that I have no interest, either direct or indirect, in the prosecution of this claim.

[*Signature of Judge or other Officer.*]

Applicant's Post-office address:

ARREARS OF PENSIONS.

Under the provisions of the acts of 2d March, 1829, and 29th June, 1840, in case of the death of any pensioner, the arrears of pension, due to him at the time of his death, must be paid:

1. To the widow of the deceased pensioner, or to her attorney; proving herself to be such before a court of record.

2. If there be no widow, then to the executor or administrator on the estate of such pensioner, for the sole and exclusive benefit of the children, to be by him distributed among them in equal shares; and the law of 1840 declares that the arrears of pension "shall not be considered a part of the assets of said estate, nor liable to be applied to the payments of the debts of said estate in any case whatever."

3. In case of the death of any pensioner, who is a widow,

leaving children, the amount of pension due at the time of her death must be paid to the executor or administrator for the benefit of her children, as directed in the foregoing paragraph.

4. In case of the death of any pensioner, whether male or female, leaving children, the amount of pension may be paid to any one or each of them as they may prefer, without the intervention of an administrator.

If one of the children is selected to receive the amount due, he or she must produce a power of attorney from the others, for that purpose, duly authenticated.

5. If there be no widow, child, nor children, then the amount due such pensioner, at the time of his death, must be paid to the legal representative of the deceased.

6. When an executor or administrator shall apply for the pension due to a deceased person, he must deposit a certificate of the clerk of the court, judge of probate, register of wills, ordinary or surrogate (as the case may be), stating that he is duly authorized to act in that capacity on the estate of the deceased pensioner, and, if a male, that it has been proved to his satisfaction that there is no widow of the said pensioner living.

7. In all cases of payment being made of moneys due a deceased pensioner, the original pension certificate must be surrendered, as evidence of the identity of the person to whom the pension claimed was due, or other substantial evidence of such identity must be produced in case such certificate cannot be obtained for surrender, and that due search and inquiry have been made for said certificate, and that it cannot be found. The date of said pensioner's death must be proved before a court of record.

8. A certificate of the facts proved must be obtained from the clerk of the court.

Oath of Identity where Arrears are due, and Certificate to be Surrendered.

STATE OF ——— } ss.
County of ——— }

On this ——— day of ———, A. D. 18——, before me, a Justice of the Peace, within and for said county, duly authorized by

law to administer oaths, personally appeared ———, and made oath in due form of law, that he is the identical person named in an original certificate, dated at the Department of the Interior on the —— day of ———, A. D. 18—, and to be herewith surrendered, and of which the following is a copy, viz. [*here copy certificate at length*]: that he now resides at ———, in ———, and has resided there for the space of ——— years past; and that previous thereto he resided in ———; of the truth of which statement I am satisfied.

[*Signature.*]

Sworn to, and subscribed before me, this —— day of ——— A. D. 18—.

[*J. P.*]

Oath of Identity of Widow or Child, or Executor or Administrator of a Deceased Person.

STATE OF ———
County of ——— } *ss.*

Be it known, that before me, ———, a ——— in and for the county aforesaid, duly authorized by law to administer oaths, personally appeared ———, and made oath in due form of law, that she (*or* he *as the case may be*) is the widow [a son, *or* daughter, *or* executor, of the last will and testament, *or* the administrator of the estate, *as the case may be*] of ———, the identical person who was a pensioner, and is now dead, and to whom a certificate of pension was issued, which is herewith surrendered. [In case the pension certificate has been lost, insert immediately after the name or names of the widow child, or children, as the case may be, the following: "And that the pension certificate of said pensioner has been lost, and after due search and inquiry therefor it cannot be found."]

That the deceased pensioner resided in ———, in the State of ——, for the space of —— years before his death; and that previous thereto he resided in ——.

Sworn to and subscribed this —— day of ——, 18—, before me. [*J. P.*]

[*Certificate and Seal of Clerk of Court*]

Power of Attorney.

Know all men by these presents, that I, ——, of ——, in the county of ——, State of ——, widow [*or* child, *or otherwise as the case may be*] of ——, who was an invalid pensioner of the United States, do hereby constitute and appoint ——, my true and lawful attorney, for me, and in my name, to receive from the agent of the United States for paying pensions in ——,

State of ——, the balance of said pension from the —— day of ——, 18—, to the —— day of ——, being the day of his death.

Witness my hand and seal, this —— day of ——, 18—.

Sealed and delivered in the presence of

Witness. [Seal.]

STATE OF ——— } ss.
County of ——— }

On this —— day of —— A. D. 18—, before the undersigned authority within and for said county, personally came ———, [widow, *or* child, *or* executor, *or* administrator] of ——— deceased, and acknowledged the signing and sealing of the foregoing power of attorney, for the purposes therein expressed.

Given under my hand, the day and year aforesaid.

[*J. P.*]

The official character of the magistrate or other officer taking the acknowledgment, must be certified by the clerk of the proper court under its seal, as in other cases.

Certificate of the Court as to the Death of a Pensioner.

STATE OF ——— } ss.
County of ——— }

I, ———, clerk of the court of ———, holden at ———, in and for ———, do hereby certify, that satisfactory evidence has been exhibited to said court that ——— was a pensioner of the United States, at the rate of —— dollars per ——; was a resident of the county of ——, in the State of ———, in the year ——, on the —— day of ——; that he left a widow [*or* no widow, *or* child, *or* children, *as the case may be*] whose name is *or* are, *as the case may be*] ——.

In testimony whereof, I have hereunto set my hand and [L. S.] affixed my seal [seal of the court] of office at ——, this —— day of ——, in the year of our Lord 18—.

——, *Clerk of the* ——.

RENEWAL OF PENSIONS.

Declaration for Renewal. [Military Case.]

STATE OF —— } ss.
County of —— }

On this —— day of ——, A. D. 18—, before the —— court [*or* before me ——, judge, *or* clerk of the —— court], a court of record within and for said county, personally appeared ——, a

resident of said county, aged —— years, who being first duly sworn according to law, doth, on her oath, make the following declaration in order to obtain the benefits of the act of ——, renewing half-pay to certain widows and orphans.

That she is the widow of ——, who was a ——, in company —, commanded by Captain ——, in the —— regiment of ——, commanded by Colonel ——, in the war with ——; for proof of which she refers to the paper on file in her original application, upon which she formerly obtained a pension at the rate of —— dollars per month, payable at the agency for paying pensions in ——, in the State of ——; the certificate of which pension has been surrendered. She now claims the benefits of the act of ——, and asks that her name may be placed upon the list of pensioners payable at the agency in ——, in the State of ——.

She further declares that she is still a widow.

[*Signature of Claimant.*]

Sworn to and subscribed in open court [*or* before me ——, judge, *or* clerk of said court of ———], the day and year aforesaid. And I certify that I believe [*or* know] the declarant to be the person she represents herself to be, and that I am not interested in her said claim.

[L. S.] In testimony whereof I hereto set my hand and affix the seal of said court, this —— day of ——, A. D. 18—.

[*Clerk's Signature.*]

If sworn to before a judge, his official character must be certified by the clerk, under the seal of the court.

STATE OF ———
County of ——— } ss.

On this —— day of ——, A. D. 18—, personally appeared before the —— court [*or* before me —— judge, *or* —— clerk, of the —— court], a court of record in and for said county, ——, and ——, who are [to me well known to be] residents of the county of ——, and credible witnesses, and who being first duly sworn, depose and say, that they are well acquainted with Mrs. ——, who subscribed and made oath to the above declaration in their presence, and have known her for at least —— years last past; that she is the widow of ——, who served in the manner specified in said declaration; that she is the identical person to whom a pension was granted for such service, at the rate of —— dollars per month; and that she is still a widow.

[*Signature.*]

[*Certificate of Oath.*]

Declaration for Renewal. [Naval Case.]

To the Commissioner of Pensions:

The memorial of the undersigned, the widow of the late ——, who was a —— in the navy of the United States, respectfully shows:

That her husband, the aforesaid ——, entered the service of the United States in the year ——; that while in the said service and holding the rank above mentioned, he departed this life at ——, on the —— day of ——, in the year ——; that the undersigned was married to the said ——, on the day of ——, in the year ——, and in proof thereof, she refers to papers on file in the Pension Office, upon which she obtained a pension for five years. She therefore claims the benefits of the act of Congress of the —— granting pensions to the widows of officers, seamen and marines, who have died in the service aforesaid; and she requests that her name may be inscribed on the roll of pensions under that law, who are paid at ——, in the State of ——.

[*Claimant's Signature.*]

Here must follow a certificate of the judge or clerk, as in the case of a widow whose husband was in the military service.

The same proof as in the last-mentioned case must accompany the declaration, and a power of attorney must also be executed in such cases.

INCREASE OF PENSIONS.

Regulations.

No application for an increase of an invalid pension will be examined, unless the proof be first presented to the Pension Agent, where the payment is made. He will forward the "Surgeon's Affidavit," the "Pension Certificate," etc., to the Department of the Interior.

If the applicant was pensioned on account of a wound received previous to the war of 1812, he should be examined by two surgeons, under a commission issued by a judge of one of the United States courts, in order to obtain an increase of his pension.

The magistrate who may administer the oath to the surgeons must certify that they are respectable in their professions, or be-

lieves, on the information of others, that they are so. And the official character of the magistrate must be certified by a proper officer under his seal of office.

If the claimant be within thirty miles of an army surgeon, he must obtain his testimony.

Application for Increase. [Army Case.]

STATE OF ——
County of ——
} *ss.*

On this —— day of ———, A. D. 18—, before me, a ——— within and for said county, personally appeared ———, a resident of said county, aged ——— years, who, being by me first duly sworn, declares that he is the same person in whose favor a certificate of pension was issued on the —— day of ——, 18—, by the Secretary of the Interior, at the rate of ———, per month, from the —— day of ———, 18—; and which pension has been paid to him to the —— day of ———, 18—; at the agency of ———, in the State of ———. That the disability for which the said pension was allowed was caused by ———, in the line of his duty as a ———, in company ——, in the —— regiment of ———, in the war with ———, and was graduated for [*state the degree of disability for which the said pension was allowed, as:* one-fourth, one-half, *or otherwise*] disability from manual labor. That said disability has since increased [*here give the nature and effect of the increase*] and renders him less able than formerly to perform manual labor, as will appear by the surgeon's affidavit herewith filed.

He makes this declaration for the purpose of obtaining an increase of his pension, corresponding with the increase of his disability as aforesaid.

Claimant's Signature.]

Sworn to and subscribed before me, the day and year aforesaid; and I certify that I have no interest whatever in the foregoing claim.

[*Officer's Signature.*]

Surgeon's Affidavit.

It is hereby certified that ———, formerly ——— of Captain ——'s company, in the —— regiment of ———, who, it appears by the accompanying pension certificate, was placed on the pension roll at the rate of —— dollars per month, on account, as he states, of having received a [*here give a particular description of the wound, injury, or disease, and specify in what manner it has*

affected the applicant so as to produce disability in the degree stated; and show its origin and progress], while in the line of duty, and in the said service, on or about the —— day of ——, in the year ——, at a place called ———, in the State of ———, is not only still disabled in consequence of the said injury, but in the opinion of the undersigned, is entitled to [one-fourth, one-half, or, *as the case may be*], more than he already receives as a pensioner, being disabled to a degree amounting to [*this must be filled up with the degree of disability, as* one-fourth, one-third, one-half, three-fourths] a total disability.

[*Signatures of two Surgeons.*]

Sworn to and subscribed before me, the day and year aforesaid; and I certify that I am acquainted with ——— and ———, and know them to be respectable surgeons, in good standing in their profession; and that I have no interest whatever in the above claim.

[*Officer's Signature.*]

To these must be appended the certificate of the clerk of the proper court, under its seal, as to the official character of the magistrate administering the oaths.

Application for Increase of Navy Invalid Pensions.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, 18—, before me, ——, a ——, personally appeared ———, a resident of ———, who being duly sworn, declareth that he is the same person in whose favor a certificate of pension was issued on the —— day of ——, 18—, under the signature and seal of the Secretary of the Interior, at the rate of —— dollars —— cents per month, from the —— day of ———, 18—, and which pension has been paid him to the —— day of ———, 18—, inclusive, at the Navy Pension Agency.

That the disability for which the said pension was allowed was caused by ———, in the line of his duty while attached to the United States [*here insert class or name of vessel*], and holding the rank of ———, in the year 18—, and was graduated for [*state degree of disability mentioned in certificate*] disability from manual labor; but that such disability having increased, the said ———, for the purpose of obtaining a corresponding increase of his pension, requests that a Board of Survey may be ordered immediately in his case, to be held at the United States Naval Station at ——.

[*Claimant's Signature.*]

Sworn to and subscribed before me, the day and year aforesaid; and I certify that I have no interest in the above claim.

[*Officer's Signature.*]

The clerk's certificate and seal must be attached as in other cases.

This declaration must be accompanied by the affidavit of two witnesses, who can swear to the claimant's identity.

LOSS OF PENSION CERTIFICATES.

Application for Renewal of Lost Certificates.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, 18—, before the subscriber, a ——— for said county, personally appeared ———, who, on his oath, declares that he is the same person who formerly belonged to the company commanded by Captain ———, in the regiment commanded by Colonel ———, in the service of the United States; that his name was placed on the pension roll of the State of ———; that he received a certificate of that fact under the signature and seal of the Secretary of ———; which certificate, on or about the —— day of ——, 18—, at or near [*here state particulars of loss or destruction of certificate*].

[*Claimant's Signature.*]

Sworn to and subscribed before me, the day and year aforesaid; and I certify that I have no interest in the above claim.

[*Officer's Signature.*]

Affidavit of Witness.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, 18—, before the subscriber, a ——— for said county, personally appeared ———, who, on his oath, declares that he well knows ———, who has executed the foregoing affidavit, to be the identical pensioner named therein. He further says that he has no interest in the above claim.

[*Signature of Witness.*]

Sworn to and subscribed before me, the day and year aforesaid; and I certify that the said ——— is to me well known to be a person of veracity.

[*Officer's Signature.*]

Append certificate of clerk, under seal, as in other cases.

TRANSFER OF PAY AGENCY.

Form of Application for a Transfer of Pension to another Pay-Agency.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, 18—, before me, the subscriber, a Justice of the Peace for the said county of ———, personally appeared ———, who, on his oath, declares that he is the same person who formerly belonged to the company commanded by Captain ———, in the regiment commanded by Colonel ———, in the service of the United States; that his name was placed on the pension roll of the State of ———, from whence he has lately removed; that he now resides in the State of ——, where he intends to remain, and wishes his pension to be there payable in future. The following are his reasons for removing from —— to ——.

[*Claimant's Signature.*]

Sworn to and subscribed before me, the day and year aforesaid.

[*J. P.*]

Affidavit of Witness.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, A. D. 18—, before me, the subscriber, a ——— in and for said county, duly authorized to administer oaths, personally came ——— and ———, whom I know to be residents of the county and State aforesaid, and persons whom I know to be respectable and entitled to credit, and who being duly sworn, say that they were present and saw —— sign and make oath to the foregoing affidavit. They further say that they are acquainted with the said ———, and know him to be the identical person he represents himself to be, and who made oath as aforesaid.

[*Signature of Witnesses.*]

Sworn to and subscribed before me, this —— day of ———, A. D. 18—; and I certify that I have no interest in this ca[illegible]or am I concerned in its prosecution.

[*J. P.*]

The clerk of the proper court must certify, under seal, to the official character of the magistrate.

I. Application of Invalid Pensioner for Payment of Pension.

STATE OF ——
County of —— } *ss.*

Be it known, that before me ———, a Justice of the Peace, in and for the county and State aforesaid, duly authorized by law to administer oaths for general purposes, personally appeared ———, and made oath, in due form of law, that he is the identical person named in an original certificate in his possession, of which I certify the following is a true copy [*here insert a copy of his certificate of pension*]: that the said ———, now resides in ———, and has resided there for the space of —— years past; and that previous thereto he resided in ———, and that he has not been employed, nor paid in the army, navy, or marine service of the United States from ——— till ———, of the truth of which statement I am fully satisfied.

[*Signature of Claimant.*]

[*Two Witnesses.*]

Sworn to, and subscribed before me, this —— day of ———, A. D. 18—.

[*J. P.*]

Every two years an examination of the condition of the invalid is required before payment will be made.

II. Power of Attorney.

Know all men by these presents, that I, ———, of ———, in the State of ———, do hereby constitute and appoint ——— my true and lawful attorney, for me, and in my name, to receive from the agent of the United States for paying pensions in ———, State of ———, my pension from the —— day of ———, 18—, to the —— day of ——, 18—.

Witness my hand and seal this —— day of ———, 18—.

Sealed and delivered in presence of

[*Two Witnesses.*] [L. S.]

III. Acknowledgment.

STATE OF ——
County of —— } *ss.*

Be it known, that on this —— day of ———, 18—, before me, ———, Justice of the Peace, in and for the county and State aforesaid, personally appeared ——— above named, and acknowledged the foregoing power of attorney to be his act and deed. In testimony whereof, I have hereunto set my hand the day and year last above written.

[*J. P.*]

IV. Affidavit of Attorney

STATE OF ——
County of ——} *ss.*

Be it known, that on the —— day of ———, 18—, before me, a ———, duly authorized by law to administer oaths for general purposes, personally appeared ——, the attorney named in the foregoing power of attorney, and made oath that he has no interest whatever in the money he is authorized to receive by virtue of the foregoing power of attorney, either by any pledge, mortgage, sale, assignment, or transfer, and that he does not know or believe that the same has been so disposed of to any person whatever.

[*Signature of Attorney.*]

Sworn and subscribed, the day and year last above mentioned, before me.

[*J. P.*]

V. Clerk's Certificate.

STATE OF ——
County of ——} *ss.*

I, ———, clerk of the —— court, within and for said county, do hereby certify that ———, Esq., before whom the foregoing declaration and power of attorney were made, and who has thereunto subscribed his name, was, at the time of so doing, a Justice of the Peace, in and for the State and county aforesaid, duly commissioned and sworn, and that his signature thereto is genuine.

In testimony whereof, I have hereunto signed my name, [L. S.] and affixed my official seal, this —— day of ———, 18—.

———, *Clerk.*

VI. Widow's Application.

STATE OF ——
County of ——} *ss.*

Be it known, that before me, ———, a Justice of the Peace, in and for the county aforesaid, duly authorized by law to administer oaths, personally appeared ———, widow of ———, and made oath in due form of law, that she is the identical person named in an original certificate in her possession, of which (I certify) this is a true copy [*here insert a copy of her certificate of pension*]: that she has not intermarried, but continues the widow of the above-mentioned ———, and that she now resides

in ———, and has resided there for the space of —— years past; and that previous thereto she resided in ———, of the truth of which statement I am fully satisfied.

[*Claimant's Signature.*]

[*Two Witnesses.*]

Sworn to, and subscribed before me, this —— day of ———, A. D. 18—.

[*J. P.*]

VII. Guardian's Application.

STATE OF ——}
County of ——} *ss.*

Be it known, that before me, ———, a Justice of the Peace, in and for the county aforesaid, duly authorized by law to administer oaths, personally appeared ———, guardian of ———, and made oath in due form of law, that the said ——— is still living, and is the identical person named in an orignal certificate in his possession, of which (I certify) the following is a true copy [*here insert a copy of the certificate*]: that ——— now resides in ———, and has resided there for the space of —— years past; and that previous thereto — resided in ———; of the truth of which statement I am fully satisfied.

———, *Guardian.*

[*Two Witnesses.*]

Sworn to and subscribed before me this —— day of ———, A. D. 18—.

[*J. P.*]

Here must follow a power of attorney, acknowledgment, affidavit, and clerk's certificate, according to the foregoing forms, II., III., IV., V.

"A."

Application of Invalid Naval Pensioner.

STATE OF ——}
County of ——} *ss.*

Be it known, that before me, a ———, in and for the county aforesaid, personally appeared ———, an invalid pensioner, and made oath in due form of law, that he is the identical ——— named in an original certificate of pension, bearing date at the ——— Department, on the ——— day of ———, and signed by ———, Secretary of the ———; which certificate he exhibited to me, and by which it appears that he is entitled to a pension of – dollars per month.

[*Claimant's Signature.*]

Sworn to, and subscribed before me, this —— day of ———, A. D. 18—.

[*Officer's Signature.*]

To this must be added a power of attorney, acknowledgment, affidavit, and clerk's certificate, as in army applications.

"B."

Application of Widow Pensioner.

STATE OF ——— } *ss.*
County of ——— }

Be it known, that before me, a ———, in and for the county aforesaid, personally appeared ———, widow of ———, and made oath in due form of law, that she is the identical ——— named in an original certificate of pension, bearing date at the ——— Department, on the —— day of ———, and signed by the Secretary of the ———; which certificate she exhibited to me, and by which it appears she is entitled to a pension of — dollars per month, and that she has not intermarried, but continues the widow of the said ———.

[*Claimant's Signature.*]

Sworn to, and subscribed before me, this —— day of ———, A. D. 18—.

[*Officer's Signature.*]

"C."

Application of Guardian of Minor Children.

STATE OF ——— } *ss.*
County of ——— }

Be it known, that before me, a ———, in and for the county aforesaid, personally appeared ———, guardian of ———, orphan child [*or* children] of ———, and made oath in due form of law, that he is the guardian named in the accompanying certificate of guardianship; that his wards are the children of ———, referred to in an original certificate of pension, bearing date at the ——— Department, on the —— day of ———, and signed by ———, Secretary of the ———; by which it appears that they are entitled to a pension of — dollars per month; and that said children are still living, and not over sixteen years of age.

[*Claimant's Signature.*]

Sworn to, and subscribed before me, this —— day of ———, A. D. 18—.

[*Officer's Signature.*]

Surgeon's Affidavit.

We, the subscribers, practicing physicians [*or* surgeons] in the town of ———, county of ———, and State of ———, do hereby certify that we have carefully examined ——, who is now on the invalid pension roll of the agency of ——, in the State of ——, and find that [*here describe his present physical condition and disability*]. And further, that his present disability for obtaining subsistence by manual labor amounts to [one-fourth, one-third, one-half, two-thirds, three-fourths, *or* total, *as the case may be.*]

———, *Physicians* [*or Surgeons.*]

Sworn to and subscribed before me this —— day of ——, A. D. 18—; and I certify that I am acquainted with the said —— and ——, and know them to be physicians [*or* surgeons] in good standing in said town of ——, as to skill and integrity.

[*Officer's Signature.*]

Oath of Allegiance.

STATE OF ——
County of —— } *ss.*

I, ———, a pensioner of the United States, do solemnly —— that I will support, protect and defend the Constitution and Government of the United States, against all enemies, whether domestic or foreign, and I will bear true faith, allegiance and loyalty to the same, any ordinance, resolution or law of any State Convention or Legislature to the contrary notwithstanding; and further, that I do this with a full determination, pledge and purpose, without any mental reservation or evasion what soever; and further, that I will well and faithfully perform all the duties which may be required of me by law. So help me God.

[*Pensioner's Signature.*]

Subscribed and sworn to before me this —— day of ———, 18—.

[*Officer's Signature.*]

STATE OF ——
County of —— } *ss.*

I, ———, clerk of the ———court, within and for said county, do hereby certify that ———, Esq., before whom the foregoing declaration and power of attorney were made, and who has thereunto subscribed his name, was at the time of his so doing a Justice of the Peace, in and for the said State and county, duly commissioned and sworn, and that his signature thereto is genuine.

In testimony whereof I have hereunto signed my name
[L. S.] and affixed my offical seal, this —— day of ——, 18—.

———, *Clerk.*

I.

Form of Declaration to be made by a Person who has never before had a Land Warrant nor made a Declaration therefor.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. one thousand eight hundred and ———, personally appeared before me, a Justice of the Peace [*or other officer authorized to administer oaths for general purposes*], within and for the county and State aforesaid, ——, aged—— years, a resident of —— in the State of ——, who, being duly sworn according to law, declares that he is the identical ——, who was a —— in the company commanded by Captain ——, in the —— regiment, ——, commanded by ——, in the war with Great Britain, declared by the United States, on the 18th day of June, 1812 [*or other war embraced in said act, describing what war*]; that he enlisted [*or volunteered or was drafted*], at ——, on or about the —— day of ——, A. D. ———, for the term of ——, and continued in actual service in said war for the term of fourteen days, and was honorably discharged at , on the day of ——, A. D. ——.

He makes this declaration for the purpose of obtaining the bounty land to which he may be entitled under the act approved March 3, 1855. He also declares that he has not received a warrant for bounty land under this or any other act of Congress, nor made any other application therefor.

[*Claimant's Signature.*]

We, —— and ——, residents of ——, in the State of ——, upon our oaths declare that the foregoing declaration was signed and acknowledged by ——, in our presence, and that we believe, from the appearance and statements of the applicant, that he is the identical person he represents himself to be.

[*Signatures of Witnesses.*]

The foregoing declaration and affidavit were sworn to and subscribed before me, on the day and year above written; and I certify that I know the affiants to be credible persons; that the claimant is the person he represents himself to be, and that I have no interest in his claim.

[*J. P.*]

II.

Form of a Declaration to be made where the Party has had a Warrant and desires another.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. one thousand eight hundred and ——, personally appeared before me a Justice of the Peace [*or other officer authorized to administer oaths for general purposes*], within and for the county aforesaid, ——, aged —— years, a resident of ——, in the State of, who, being by me duly sworn according to law, declares that he is the identical —— who was a —— in the company commanded by Captain ——, in the —— regiment of ——, commanded by ——, in the war with Great Britain, declared by the United States on the 18th day of June, 1812 [*or other war as the case may be*], for the term of ——, and continued in actual service in said war for fourteen days; that he has heretofore made application for bounty land, under the "act of September 28, 1850" [*or other act, as the case may be*], and received a land warrant, No. —— for —— acres, which he has since legally disposed of, and cannot now return.

He makes this declaration for the purpose of obtaining the additional bounty land to which he may be entitled under the "act approved the 3d day of March, 1855." He also declares that he has never applied for nor received under this act nor any other act of Congress, any bounty land warrant, except the one above mentioned. [*Signature of the Claimant.*]

We, —— and ——, residents of ——, in the State of ——, upon our oaths declare that the foregoing declaration was signed and acknowledged by —— in our presence, and that we believe, from the appearance and statements of the applicant, that he is the identical person he represents himself to be.

[*Signatures of Witnesses.*]

The foregoing declaration and affidavit were sworn to and subscribed before me on the day and year above mentioned; and I certify that I know the affiants to be credible persons; that the claimant is the person he represents himself to be, and that I have no interest in this claim.

[*J. P.*]

III. Form of Declaration to be made by the Widow of a Deceased Person who has not had a Land Warrant.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. one thousand eight hundred

and ——, personally appeared before me, a Justice of the Peace [*or other officer authorized to administer oaths for general purposes*], within and for the county and State aforesaid, ——, aged —— years, a resident of ——, in the State of ——, who, being duly sworn according to law, declares that she is the widow of ——, deceased, who was a —— in the company commanded by Captain ——, in the —— regiment —— of ——, commanded by ——, in the war with Great Britain, declared by the United States, on the 18th day of June, 1812 [*or other war, as the case may be*]; that her said husband enlisted [*or volunteered, or was drafted*] at ——, on or about the —— day of ——, A. D. ——, for the term of ——, and continued in actual service in said war for the term of ——, and was honorably discharged at ——, on the —— day of ——, A. D. ——. She further states that she was married to the said ———, in ———, on the —— day of ——, A. D. ——, by one ———, a ———, and that her name before her said marriage was ———; that her said husband died at ———, on the the —— day of ——, and that she is now a widow.

She makes this declaration for the purpose of obtaining the bounty land to which she may be entitled under the "act approved March 3, 1855;" and she further declares that she has not received or applied for bounty land under this or any other act of Congress.

[*Claimant's Signature.*]

We, —— and ——, residents of ——, in the State of ——, upon our oaths declare that the foregoing declaration was signed and acknowledged by in our presence, and that we believe, from the appearance and statements of the applicant, that she is the identical person she represents herself to be.

[*Signatures of Witnesses.*]

The foregoing declaration and affidavit were sworn to and subscribed before me, on the day and year above written; and I certify that I know the affiants to be credible persons; that the claimant is the person she represents herself to be, and that I have no interest in this claim.

[J. P.]

[Add certificate of clerk, under seal, as in other cases.]

IV. Form of Declaration to be made by the Widow of a Deceased Person who has had a Land Warrant, and desires another.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. one thousand eight hundred

and ——, personally appeared before me, a Justice of the Peace [*or other officer authorized to administer oaths for general purposes*], within and for the county and State aforesaid, ——, aged —— years, a resident of ——, in the State of ——, who being duly sworn according to law, declares that she is the widow of ——, deceased, who was a —— in the company commanded by Captain ——, in the —— regiment of ——, commanded by ——, in the war with Great Britain, declared by the United States, on the 18th day of June, 1812 [*or other war, as the case may be*]; that her husband enlisted [*or volunteered, or was drafted*] at ——, on or about the —— day of ——, A. D. ——, for the term of ——, and continued in actual service in said war for the term of ——, and was honorably discharged at——, on the —— day of ——, A. D. ——. She further states that she was married to the said ———, in ———, on the ——, day of———, A. D. ———, by one ———, a ———, and that her name before her said marriage was ——; that her said husband died at —— on the —— day of —— A. D. ——, for proof of which she refers to her former declaration; and that she is now a widow. She further declares that she has heretofore made application for bounty land, under the "act approved September, 28, 1850 [*or other act as the case may be*], and obtained a land warrant for acres, No. ——, which she has legally disposed of and it can not now be returned.

She makes this declaration for the purpose of obtaining the bounty land to which she may be entitled under the "act approved March 3, 1855."

[*Claimant's Signature.*]

We, —— and —— residents of ——, in the State of ——, upon our oaths declare that the foregoing declaration was signed and acknowledged by ——, in our presence; and that we believe, from the appearance and statement of the applicants, that she is the identical person she represents herself to be, and is still a widow.

[*Signatures of Witnesses.*]

The foregoing declaration and affidavit were sworn to and subscribed before me on the day and year above written; and I certify that I know the affiants to be credible persons, that the claimant is the person she represents herself to be, and is still a widow; and that I have no interest in this claim.

[J. P.]

[Attach clerk's certificate and seal in the usual form.]

It is not necessary that proof of marriage and death should

accompany the foregoing declaration: the only additional proof required being *continued widowhood.*

FORMS AND REGULATIONS FOR THE ASSIGNMENT OF LAND WARRANTS AND LOCATIONS.

Form of Assignment.—No. 1.

For value received, I ——, to whom the within warrant, No. ——, was issued, do hereby sell and assign unto ——, of ——, and his heirs and assigns forever, the said warrant, and authorize him to locate the same, and receive a patent therefor. Witness my hand and seal, this —— day of ——, A. D. 18—.

[L. S.]

Attest: [*Two Witnesses.*]

STATE OF ——
County of —— } *ss.*

On this —— day of ——, in the year eighteen hundred and ——, before me personally came ——, to me well known, and acknowledged the foregoing assignment to be his act and deed, and I certify that the said —— is the identical person to whom the within warrant issued, and who executed the foregoing assignment thereof.

[*Officer's Signature.*]

Acknowledgment where the Vendor is not known to the Officer, and his Identity has to be proved.

STATE OF ——
County of —— } *ss.*

On this ——— day of ———, in the year ———, before me personally came ——, and ——, and the said —— being well known to me as a credible and disinterested person, was duly sworn by me, and on his oath declared and said that he well knows the said ———, and that he is the same person to whom the within warrant issued [*or was assigned*], and who executed the foregoing assignment, and his testimony being satisfactory evidence to me of that fact, the said ——— therefore acknowledged the said assignment to be his act and deed.

[*Officer's Signature.*]

Form for the Assignment of the Location.—No. 2.

For value received, I, ——, to whom the within certificate of location was issued, do hereby sell and assign unto ——, and to

his heirs and assigns forever, the said certificate of location, and the warrant and land therein described, and authorize him to receive the patent therefor.

Witness my hand and seal, this —— day of ——, 18—.

[L. S.]

Attest: [*Two Witnesses.*]

Form of Acknowledgment where the Vendor is Personally known to the Officer taking the same.

STATE OF ——
County of —— } *ss.*

On this —— day of ———, in the year ——, personally appeared [*here insert the name of the person to whom the certificate of location issued*], to me well known, and acknowledged the foregoing assignment to be his act and deed; and I certify that the said [*here insert the name of the person to whom the certificate issued*] is the identical person to whom the within certificate of location issued, and who executed the forgoing assignment thereof. [*Officer's Signature.*]

By the terms of the law granting bounty lands, the fees are as follows:

For a forty-acre warrant, fifty cents each to a register and receiver—total, $1.00.

For an eighty-acre warrant, one dollar each to register and receiver—total, $2.00.

For a one hundred and sixty acre warrant, two dollars each to register and receiver—total, $4.00.

Form of a Power of Attorney.

Know all men by these presents, that I [*here insert the name of warrantee*], of the county of ———, and State of ———, do hereby constitute and appoint ———, of ———, my true and lawful attorney, for me, and in my name, to sell and convey [*or* locate, *as the case may be*] the within land warrant, No. ——, for —— acres of land, which issued under the act of September, 1850.

Signed in presence of
[*Witnesses.*] [*Warrantee's Signature.*]

STATE OF ——
County of —— } *ss.*

On this —— day of ———, in the year 18—, personally appeared ———, before the undersigned authority within and for

said county, and acknowledged the foregoing power of attorney to be his act and deed; and I certify that I am acquainted with the said ——, and know him to be the same person who is described in said power, and who executed the same.

[*Officer's Signature.*]

[Here must follow the certificate of the clerk, under seal, as in other cases.]

Pensions in States heretofore in Insurrection.

By an Act approved February 4, 1862, the names of all persons living in the States declared in insurrection were dropped from the pension rolls. Persons heretofore receiving pensions in those States, who still claim the benefits of the pension laws, must make application for restoration to the rolls, with the requisite evidence in accordance with the following forms and instructions:

Form of application for restoration to the pension rolls by persons whose names have been dropped under the act February four, eighteen hundred and sixty-two.

STATE OF ——, } *ss:*
County of ——, }

On this —— day ——, A. D. one thousand eight hundred and ——, personally appeared before me, [judge, clerk, or deputy clerk,] of the —— court in said State and county, the same being a court of record, —— A. B. ——, aged —— years, a resident of ——, in the State of ——, who, being duly sworn according to law, declares that he [or she[is the identical —— A. B. —— who was a pensioner on the roll of the agency at ——, and whose pension certificate is herewith returned; that he [or she] has resided since the first day of January, A. D. eighteen hundred and sixty-one, as follows: [here name the place or places at which the applicant has resided;] that during this period, his [or her] means of subsistence have been [here name the employment or other means by which a livelihood has been gained;] and that he has not borne arms against the Government of the United States, or [or she has not] in any manner encouraged the rebels, or manifested a sympathy with their cause; and that he [or she] was last paid his [or her] pension on the —— day of ——, A. D., 18—.

This application is made for the purpose of securing a restora-

tion of his [or her] name to the pension rolls, and of obtaining a new pension certificate, such as he [or she] may be entitled to under existing laws, reference being made to the evidence heretofore filed in the Pension Office to substantiate his [or her] original claim.

[*Signature of applicant.*]

Also personally appeared —— —— and —— ——, residents of, [county, city, or town,] persons whom I certify to be respectable and entitled to credit, and who, being by me duly sworn, say that they were present and saw —— sign his [or her] name [or make his mark] to the foregoing declaration; and they further swear that they have every reason to believe, from the appearance of the applicant and their acquaintance with him, [or her,] that he [or she] is the identical person he [or she] represents himself [or herself] to be; and they further swear that they have no interest in the prosecution of this claim.

[*Signatures of witnesses.*]

Sworn to and subscribed before me, this —— day of ——, A. D. 18—; and I hereby certify that I have no interest, direct or indirect, in the prosecution of this claim.

INSTRUCTIONS.

If the declarant, or any witness, signs by mark, the officer must certify that the contents of the paper were made known to the affiant before signing.

In every case the declaration or affidavit must either be signed by the affiant's own hand or else by mark (⋈). Signing by another hand, when the party is unable to write, is wholly inadmissible.

The allegations made in the applicant's declaration must be sustained by the testimony of two credible and disinterested witnesses, to be certified as such by the officer before whom the testimony is taken.

The applicant must also take and subscribe the oath prescribed in the recent amnesty proclamation of the President of the United States, filing such oath with the application for a new pension certificate, in the following terms:

I, —— ——, do solemnly swear [or affirm] in the presence of Almighty God, that I will henceforth faithfully support, protect and defend the Constitution of the United States and the Union

of the States thereunder; that I will, in like manner, abide by and faithfully support all laws and proclamations which have made during the existing rebellion with reference to the emancipation of slaves: So help me God.

If the applicant be an invalid pensioner, he must be examined by an army surgeon, or by a surgeon duly appointed by this office, as to the continuance of his disability. If a widow, she must prove, by two credible witnesses, her continued widowhood If the guardian of a minor child, newly appointed, he must file evidence of his appointment as such.

Commutation to loyal owners of slaves who enlisted in the armies of the United States.

Approved July twenty-seven, eighteen hundred and sixty-six.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That so much of any money in the treasury, known as the "commutation fund," as may be necessary, be, and the same is hereby, appropriated for the payment to loyal persons claiming service or labor from colored volunteers or drafted men, the amounts heretofore or hereafter to be awarded them under the provisions of section twenty-fourth of the act entitled "An act to amend an act entitled 'An act for enrolling and calling out the national forces, and for other purposes,'" approved February twenty-fourth, eighteen hundred and sixty-four, for each person so claimed to be held to service or labor who has enlisted or been drafted into the military service of the United States; but such payment shall in no case be made to any person except upon satisfactory proof that the claimant has firmly and faithfully maintained his or her adherence and allegiance to the Government of the United States by defending its cause against the government of the so-called Confederate States of America in all suitable and practicable ways, and according to his or her ability and opportunity; *Provided*, That no money shall be paid under the foregoing provision until the final report of the commissioners under the act aforesaid shall have been made on all the claims embraced in the twenty-fourth section of said act.

[By the terms of section twenty-four, act approved February twenty-four, eighteen hundred and sixty-four, it is provided that the Secretary of War shall appoint a commission in each of the slave States represented in Congress, charged to award to each loyal person to whom a colored volunteer may owe service a just compensation, not exceeding three hundred dollars. Claims

arising under this law are to be submitted to the War Department.]

Equalization Bounty Bill.

Approved July twenty-eight, eighteen hundred and sixty-six.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That each and every soldier who enlisted in the army of the United States after the nineteenth day of April, eighteen hundred and sixty-one, for a period of not less than three years, and having served the term of his enlistment, has been honorably discharged, and who has received, or who is entitled to receive, from the United States, under existing laws, a bounty of one hundred dollars, and no more; and any such soldier enlisted for not less than three years, who has been honorably discharged on account of wounds received in the line of duty, and the widow, minor children, or parents in the order named, of any such soldier who died in the service of the United States, or of disease or wounds contracted while in the service, and in the line of duty, shall be paid the additional bounty of one hundred dollars hereby authorized.

SEC. 2. *And be it further enacted*, That to each and every soldier who enlisted into the army of the United States after the nineteenth day of April, eighteen hundred and sixty-one, for a period of not less than two years, and who is not included in the foregoing section, and has been honorably discharged after serving two years, and who has received or is entitled to receive from the United States, under existing laws, a bounty of one hundred dollars, and no more, shall be paid an additional bounty of fifty dollars; and any such soldier enlisted for not less than two years, who has been honorably discharged on account of wounds received in the line of duty, and the widow, minor children, or parents in the order named, of any such soldier who died in the service of the United States, or of disease or wounds contracted while in the service, and in the line of duty, shall be paid the additional bounty of fifty dollars hereby authorized.

SEC. 3. *And be it further enacted*, That any soldier who shall have bartered, sold, assigned, transferred, loaned, exchanged, or given away his final discharge papers, or any interest in the bounty provided by this or any other act of Congress, shall not be entitled to receive any additional bounty whatever; and when application is made by any soldier for said bounty, he shall be required, under the pains and penalties of perjury, to make oath or affirmation of his identity, and that he has not so bartered, sold, assigned, transferred, exchanged, loaned, or given away either his discharge papers or any interest in any bounty as aforesaid. And no claim for such bounty shall be entertained by the

Paymaster General or other accounting or disbursing officer, except upon the receipt of the claimant's discharge papers, accompanied by the statement, under oath, as by this section provided.

SEC. 4. *And be it further enacted*, That in the payment of the additional bounty herein provided for, it shall be the duty of the Paymaster General, under such rules and regulations as may be prescribed by the Secretary of War, to cause to be examined the accounts of each and every soldier who makes application therefor, and if found entitled thereto, shall pay said bounties.

SEC. 5. *And be it further enacted*, That in the reception, examination, settlement, and payment of claims for said additional bounty due the widows or heirs of deceased soldiers, the accounting officers of the Treasury, shall be governed by the restrictions prescribed for the Paymaster General by the Secretary of War, and the payment shall be made in like manner under the direction of the Secretary of the Treasury.

[This law creates a large number of claims, and in their examination and adjustment the accounting officer will require that the provisions of the third section of the law be *strictly* observed. All claims arising under this law in favor of the heirs of deceased soldiers, and *all* claims arising from the service of *colored* troops will be presented to the Second Auditor of the Treasury; all by discharged soldiers will be presented to the Paymaster General.]

Rules and Regulations.

The following rules and regulations for the payment of boun ties under the act to equalize bounties, approved July twenty-eight, eighteen hundred and sixty-six, have been made by the War Department:

1. All applications shall be filed within a period of six months from the first day of October, eighteen hundred and sixty-six, and before any payments are made shall be classified by regiments, battalions, or other separate organizations; and no appli cation filed after that period shall be settled until the former shall have been paid.

2. No application shall be entertained unless accompanied by the original discharge of the soldier and the affidavit required by the fourteenth section of the act, and the further affidavit that he has not received, nor is he entitled to receive, from the United States, under any laws or regulations prior to the act of July twenty-eight, eighteen hundred and sixty-six, more than one hundred dollars bounty for any and all military service rendered by him during the late rebellion, over and above the amount therein claimed.

3. All applications for the additional bounty authorized by this act from surviving soldiers shall be in the form hereinafter prescribed, and the evidence of identity shall be the same as is now required, and applications from the heirs of deceased soldiers shall be in the form now required by the Treasury Department.

4. As soon as the examination of the claims of any regiment, or other independent organization, shall have been properly acted upon, the Paymaster General shall take the necessary steps for their prompt payment.

5. A register shall be kept in the Paymaster General's Office, and also in the office of the Second Auditor, of all claims presented under the laws, in which the claimants will be classified by regiments, &c. If the claims be allowed, the amount of bounty paid to each will be noted, and if rejected, the cause of rejection will be distinctly stated.

6. In the applications for bounty, as required by the third of these rules, the affidavit shall state each and every period of service rendered by the claimant, and also that he never served otherwise than as therein stated.

7. Organizations irregularly in the service of the United States, or called out for special purposes, as State militia, home guards, &c., and not included in the general bounty laws, are not included within the meaning of the act.

8. Soldiers enlisted for "three years or during the war," who were discharged by reason of the termination of the war, shall be considered as having served out the period of their enlistment, and are entitled to bounty under this act.

9. The minority of heirs, claimants for bounty under this act, must be proven to have existed at the date of its passage. Parents shall receive *jointly* the bounty to which they may be entitled as heirs, unless the father has abandoned the support of his family, in which case it shall be paid to the mother. Non-residence in the United States shall not be a bar to the claims of heirs who would otherwise legally inherit.

The provisions of the act exclude from its benefits the following classes:

1. Those who, after serving the full period of their enlistment, were dishonorably discharged at its expiration.

2. Those discharged during enlistment by way of favor or punishment.

3. Those discharged on account of disability contracted in the service, but not occasioned by wounds received "in the line of duty," who shall not have previously served two or three years respectively at the time of discharge.

4. Those discharged on account of disability existing at the time of their enlistment.

5. The heirs of those who have died since their discharge of

wounds or disease not contracted in the service and in the line of duty.

6. The surviving soldiers and heirs of deceased soldiers who, under previous laws, have received or are entitled to receive a bounty of more than one hundred dollars from the United States.

7. The surviving soldiers, as well as the heirs of deceased soldiers, when such soldiers have bartered, sold, assigned, loaned, transferred, exchanged, or given away their final discharge papers, or any interest in the bounty provided by this or any other act of Congress.

8. The act of the twenty-eight of July, eighteen hundred and sixty-six, creates no right of inheritance beyond those vested by the law under which these heirs received or were entitled to receive the original bounty, and debars certain classes, brothers and sisters of heirs that were entitled to receive the original bounty, from any claim for the additional bounty provided by this act.

FORMS IN CASES OF COLORED TROOPS.

Widow's Application for Arrears of Pay and Bounty.

STATE OF ———, } *ss:*
County of ———, }

On this —— day of ———, 18—, personally appeared before me, a ——— in and for the county and State aforesaid, ———, of ———, in the county of ———, and State of ———, who, being duly sworn, deposes and says that she is a * ——— person of color; that her age is —— years; that she is the widow of ———, deceased, late a resident of ———, in the State of ———, who was a ——— in company —— of the —— regiment United States colored troops, who enlisted at ———, in the State of ———, on or about the —— day of ———, 186—, and who died in the service of the United States at ———, on or about the —— day of ———, 186—. That her maiden name was ———, and that she was married to the said ———, on the —— day of ———, 18—, at ———, in the State of ———, by ———, and that she ever afterwards lived with and deported herself as the lawful and dutiful wife of the said ———; that she has had by her said husband —— children, named and aged, respectively, as follows:

She further makes oath that her said husband was a * ——— person at the time of entering the service of the United States, and had been ——— since the —— day of ———, 18—. She makes this application to recover all arrears of pay, bounty, or other allowances due the deceased from the United States, and desires that the certificate of pay, when issued in satisfaction

thereof, may be sent to her at ——— post office, county of ———, and State of ———.

Signed in presence of

[*Signature of Claimant*].

Also personally appeared ——— and ———, of ——— in the county of ———, and State of ———, who, being duly sworn, depose and say that they are well acquainted with ———, the above-named applicant, who is a * ———person of color, and know that she is the widow of the said ———, who was a ——— in company —— of the —— regiment United States colored troops, and who died in the service of the United States, as above stated. That to their personal knowledge the said ——— and the said ——— lived together as husband and wife for —— years, and were so recognized by all who knew them; that they had —— children, aged respectively —— and —— years. They further make oath that the said ——— was a * ———person at the time of entering the Service of the United States, and had been ——— since the —— day of ———, 18—. That their knowledge of these facts is derived from intimate acquaintance, having lived neighbors, within —— miles of the claimant and deceased, for the last —— years. They also declare that they have no interest whatever in this application.

Signed in presence of

[*Signature of Witnesses.*]

Subscribed and sworn to before me, on this —— day of ———, 18—; and I certify that the claimant and witnesses are credible and worthy, and that the foregoing declaration and affidavit were carefully read to them before signing.

[*Official Signature.*]

STATE OF ———, } *ss:*
County of ———, }

I hereby certify that ———, before whom the foregoing affidavits were made, is a ——— in and for the county of ——— and State of———, duly authorised to administer oaths, and that his signature thereunto is genuine.

In testimony whereof I have hereunto set my hand and official seal, this ——— day of ———, 18—.

[L. S.] [*Official Signature.*]

NOTES.—1. If record evidence of marriage cannot be procured, there should be furnished parole evidence, such as the certificate of the officer performing the marriage rites, or the affidavits of witnesses present at the marriage. Should the claimant be unable to procure such evidence of marriage, then there should be furnished an affidavit of two disinterested witnesses, such as will fully satisfy the auditing officers that they *are well acquainted with the history of the family*, stating how long and where the parties lived together as husband and wife, the number, names, and ages of their children, if they had any, etc., etc.

2. *Attestation* of signatures by *mark* (✕) must be *written* signatures.

3. In blank space in the form designated by an asterisk (*) is to be written the word *slave*, or *free*, as the fact may be.

Father's Application for Arrears of Pay and Bounty.

STATE OF ———, }
County of ———, } *ss:*

On this —— day of ———, 18—, personally appeared before me, a ——— in and for the county and State aforesaid, ———, of ———, in the county of ———, and State of ———, who, being duly sworn, deposes and says that he is a * ——— person of color; that his age is —— years; and that he is the father of ———, deceased, late a resident of ———, in the State of ——— who was a ——— in company —— of the —— regiment United States colored troops, who enlisted at ———, in the State of ———, on or about the —— day of ———, 18—, and who died in the service of the United States at ———, on or about the —— day of ———, 18—, leaving neither wife nor child.

He further makes oath that his said son was born in wedlock, and that he never abandoned his support nor that of his family, and that his son was a * ——— person at the time of entering the service of the United States, and had been ——— since the —— day of ———, 18—. He makes this application to recover all arrears of pay, bounty, or other allowances due the deceased from the United States, and desires that the certificate of pay, when issued in satisfaction thereof, may be sent to him at ——— post office, county of ———, and State of———.

Signed in presence of

[*Signature of Claimant.*]

Also personally appeared ——— and ———, of ———, in the county of ———, and State of ———, who, being duly sworn, depose and say that they are personally acquainted with ———, the above-named applicant, who is a * ——— person of color, and were also well acquainted with ———, deceased, who was a ——— in company —— of the —— regiment United States colored troops, and know the said ——— to be the father of the said ———, who died in the service of the United States, as above stated, leaving neither wife nor child.

They also further make oath that the said — — was born in wedlock, and that the said father never abandoned his support, nor that of his family, and that the said son was a * ———, person, and had been ——— since the —— day of ———, 18—; and that their knowledge of these facts is derived from intimate acquaintance, having lived within —— miles of claimant and family for the last —— years. They also declare that they have no interest whatever in this application.

Signed in presence of

[*Signature of Witnesses.*]

Subscribed and sworn to before me, this —— day of ———,

18—; and I certify that the claimant and witnesses are credible and worthy, and that the foregoing declaration and affidavit were carefully read to them before signing.

[*Official Signature.*]

STATE of ———, } *ss:*
County of ———, }

I hereby certify that ———, before whom the foregoing affidavits were made, is a ——— in and for the County of ———, and State of ———, duly authorized to administer oaths, and that his signature thereunto is genuine.

In testimony whereof I have hereunto set my hand and official seal, this —— day of ———, 18—.

[L. S.] [*Official Signature.*]

NOTES.—1. *Attestation* of signatures by *mark* (⋈) must be by *written* signatures. 2. In the blank space designated by an asterisk (*) is to be written the word *slave*, or *free*, as the fact may be.

Mother's Application for Arrears of Pay and Bounty.

STATE OF ———, } *ss:*
County of ———, }

On this —— day of ——, 18—, personally appeared before me, a —— in and for the county and State aforesaid, ——, of ——, in the county of ——, and State of ——, who, being duly sworn, deposes and says that she is a *—— person of color; that her age is —— years; and that she is the mother of ——, deceased, late a resident of ——, in the State of ——, who was a —— in company —— of the —— regiment United States colored troops, who enlisted at ——, in the State of —— on or about the —— day of ——, 18—, and who died in the service of the United States at ——, on or about the —— day of ——, 18—, leaving neither wife, child, nor father. That the name of the father was ——, and that on or about the —— day of ...., 18—, the said ——.

She further makes oath that her said son was a *—— person, and had been —— since the —— day of ——, 18—, she makes this application to recover all arrears of pay, bounty, and other allowances due the deceased from the United States, and desires that the certificate of pay, when issued in satisfaction thereof, may be sent to her at —— post office, county of ——, and State of ——.

Signed in presence of [*Signature of Claimant.*]

Also personally appeared —— and ——, of ——, in the county of ——, and State of ——, who, being duly sworn, depose and say that they are personally acquainted with ——, the above-named applicant, who is a *—— person of color, and were also well acquainted with ——, deceased, who was a —— in com-

pany —— of the —— regiment —— colored troops, and know the said —— to be the mother of the said ——, who died in the service of the United States, as above stated, leaving neither wife, child, nor father. That the name of the father was ——, and that on or about the —— day of ——, 18—, the said ——.

They also make further oath that the said .... was a *—— person at the time of entering the service of the United States, and had been —— since the—— day of ——, 18—; and that their knowledge of these facts is derived from intimate acquaintance, having lived within —— miles of the claimant and family for the last —— years. They also declare that they have no interest whatever in this application.

Signed in presence of [*Signatures of Witnesses.*]

Subscribed and sworn to before me, this —— day of ——, 18—; and I certify that the claimant and witnesses are credible and worthy, and that the foregoing declaration and affidavit were carefully read to them before signing.

[*Official Signature.*]

STATE OF ——, } ss:
County of ——, }

I hereby certify that ——, before whom the foregoing affidavits were made, is a —— in and for the county of ——, and State of ——, duly authorized to administer oaths, and that his signature thereunto is genuine.

In testimony whereof I have hereunto set my hand and official seal, this —— day of ——, 18—.

[L. S.] [*Official Signature.*]

NOTES.—1 *Attestation* of signatures by *mark* (⋈) must be by *written* signatures. 2. In the blank space designated by an asterisk (*) is to be written the word *slave*, or *free*, as the fact may be.

Application of Brothers and Sisters for Arrears of Pay and Bounty.

STATE OF ——, } ss:
County of ——, }

On this —— day of ——, 18—, personally appeared before me, a —— in and for the county and State aforesaid, —— who, being duly sworn, deposes and says that they are *—— persons of color; and are the brothers and sisters of ——, deceased, late a resident of ——, in the State of ——, who was a —— in company —— of the —— regiment United States colored troops, who enlisted at ——, in the State of — -, on or about the —— day of ——, 18—, and who died in the service of the United States at ——, on or about the —— day of —— 18—, leaving neither wife, child, father, mother, nor any other brother or sister, either of the full or half blood.

We further make oath that the said —— was a *—— person at the time of entering the service of the United States, and had been a —— since the —— day of ——, 18—. We make this application to recover all arrears of pay, bounty, or other allowances due the deceased from the United States, and desire that the certificate of pay, when issued in satisfaction thereof, may be sent to —— at —— post office, county of ——, and State of .....

Signed in presence of [*Signature of Witnesses.*]

Also personally appeared —— and ——, of——, in the county of —— and State of——, who, being duly sworn, depose and say that they are well acquainted with all of the above-named claimants, who are *——persons of color, and know that they are the brothers and sisters of ——, deceased, who was a —— in company —— of the —— regiment United States colored troops, and who died in the service of the United States, as above stated, leaving neither wife, child, father, mother, nor any other brother or sister, either of the full or half blood.

They also further make oath that the said —— was a *—— person at the time of entering in the service of the United States, and had been —— since the —— day of ——, 18—; and that their knowledge of these facts is derived from intimate acquaintance with the claimants and deceased, having lived within —— miles of them for the last —— years, and were acquainted with their parents in their lifetime. They also further declare that they have no interest whatever in this application.

Signed in presence of [*Signature of Witnesses.*]

Subscribed and sworn to before me, this —— day of ——, 18—; and I certify that the claimant and witnesses are credible and worthy, and that the foregoing declaration and affidavit were carefully read to them before signing.

[*Official Signature.*[

STATE OF ——, } *ss:*
County of ——, }

I hereby certify that ——, before whom the foregoing affidavits were made, is a —— in and for the county of ——, and State of ——, duly authorized to administer oaths, and that his signature thereunto is genuine.

In testimony whereof I have hereunto set my hand and official seal, this —— day of ——, 18—.

[L. S.] [*Official Signature.*]

NOTES.—1. *Attestation* of signatures by *mark* (⋈) must be by *written* signatures.

2. In blank space designated by an asterisk (*) is to be written the word *slave*, or *free*, as the fact may be.

3. *Name*, *age*, and *residence* of each of the claimants to be stated in the declaration. Minor heirs must apply through a guardian duly appointed, who will append to his application certified copies of letters of guardianship.

Application of Children for arrears of Pay and Bounty.

STATE OF ——, } ss:
County of ——, }

On this —— day of ——, 18—, personally appeared before me a —— in and for the county and State aforesaid, , who, being duly sworn, deposee and say that they are *—— persons of color, and are the children of ——, deceased, late a resident of ——, in the State of ——, who was a —— in company —— of the —— regiment United States colored troops, who enlisted at ——, in the State of ——, on or about the —— day of ——, 18—, and who died in the service of the United States at ——, on or about the .... day of ——, 18—, leaving neither wife nor other child.

We further make oath that the said —— was a *—— person at the time of entering the service of the United States, and had been a —— since the —— day of ——, 18—. We make this application to recover all arrears of pay, bounty, or other allowances due the deceased from the United States, and desire that the certificate of pay, when issued in satisfaction thereof, may be sent to ——, at the —— post office, county of ——, and State of ——.

Signed in presence of [*Signature of Claimants.*]

Also personally appeared —— and ——, of —— in the county of ——, and State of ——, who, being duly sworn, depose and say that they are well acquainted with all the above-named claimants, who are *—— persons of color, and know that they are the children of ——, deceased, who was a —— in company —— of the —— regiment —— United States colored troops, and who died in the service of the United States, as above stated, leaving neither wife nor other child.

They also further make oath that the said —— was a *—— person at the time of entering the Service of the United States, and had been —— since the —— day of ——, 18—; and that their knowledge of these facts is derived from intimate acquaintance with the claimants and deceased, having lived within —— miles of them for the last —— years, and were acquainted with their mother in her lifetime. They also further declare that they have no interest whatever in this application.

Signed in presence of [*Signatures of Witnesses.*]

Subscribed and sworn to before me, this —— day of ——, 18—, and I certify that the claimant and witnesses are credible and worthy, and that the foregoing declaration and affidavit were carefully read to them before signing.

[*Official Signature.*]

STATE OF ———, } *ss:*
County of ———, }

I hereby certify that ——, before whom the foregoing affidavits were made, is a —— in and for the county of ——, and State of ——, duly authorised to administer oaths, and that his signature thereunto is genuine.

In testimony whereof I have hereunto set my hand and official seal, this —— day of ——, 18—.

[L. S.] [*Official Signature.*]

NOTES.—1. *Attestation* of signatures by *mark* (⋈) must be by *written* signatures.
2. In the blank space designated by an asterisk (*) is to be written the word *slave*, or *free*, as the fact may be.
3. *Name, age* and *residence* of each of the claimants to be stated in the declaration. Minor heirs must apply through a guardian duly appointed, who will append to his application certified copies of letters of guardianship.

With each and every application for pay and bounty due a *colored* soldier the attorney presenting the same must file his oath or affirmation that he has no interest whatever in said pay or bounty beyond the fees for the collection of the same as fixed and established by law. The failure to file such oath or affirmation will in every case result in the suspension of the application.

Application of Discharged Soldier for Additional Bounty under Act of July 28, 1866.

If this declaration is made before a justice of the peace or notary public, it must be certified to by the clerk of the proper court that such justice or notary was duly commissioned at the time. The seal of the court should be stamped on the original paper, or, if on an attached certificate the impression should appear on the original. Where claimant or witness, or either, sign by mark, two disinterested witnesses who can write must attest the same. Applications executed before a notary public who has a certified copy of his commission on file in the department, with his signature and impress of his official seal thereon, need not be certified by a court of record.

STATE OF ———, } *ss:*
County of ———, }

On this —— day of ——, 18—, personally appeared before me, a —— in and for the county and State aforesaid, ——, of ——, in the county of ——, and State of ——, personally known to me, who being duly sworn according to law, declares that his age is —— years, that he is a resident of ——, county of ——, State of ——, and that he is the identical —— who was enlisted

as a —— in company —— of the —— regiment of ——, to serve for the period of ——, and was discharged from the service of the United States as a ——, at ——, on the —— day of ——, 18—, by reason of *——, and that he was again enlisted as a —— in company —— of the —— regiment of ——, to serve for the period of ——, and that he was discharged from the service of the United States as a ——, at ——, on the —— day of ——, 18—, by reason of ——, and that there is an additional bounty of $—— due him under the act of Congress approved July 28, 1866. And he does further declare that he has not bartered, sold, assigned, transferred, loaned, exchanged or given away his final discharge papers, or any interest in the bounty provided by this or any other act of Congress; that he has not already received or is entitled to receive any other or greater bounty than $100, and that the statement of service above given is a correct and true statement of any and all service rendered by him during the rebellion, and that he has never served otherwise than as stated, and he desires all communications concerning this claim to be sent to him at ——, county of ——, and State of——.

[*Signature of Claimant.*]

[*Two Witnesses who write must Sign here.*†]

Also personally appeared before me —— and ——, of the county of ——, and State of ——, personally known to me, who, being duly sworn according to law, declare that they have been for —— years acquainted with ——, the above-named applicant, who was a —— in company ——, of the —— regiment of ——, and know him to be the identical person named in the foregoing declaration, and that they have no interest whatever in this application.

[*Signatures of Witnesses.*]

Sworn to and subscribed before me, this —— day of ——, 186—. [*Official Signature.*]

I certify that ——, before whom the foregoing declaration and affidavit were made, is a ——, duly authorized to administer oaths, and that the above is his signature.

In witness whereof I have hereunto set my hand and official seal, this —— day of ——, 186—.

[L. S.] [*Signature of the Clerk.*]

* Where there was more than one enlistment, fill the following with facts; if no more than one, let the second statement remain blank.

† If the witnesses and claimant, or either of them, make their mark, let two persons who can write their names attest the signatures. The officer administering the oath cannot be one of the attesting parties.

When application is made by *heirs* of deceased soldiers for the *additional* bounty, they should so state the fact in the appli-

cation, and, if possible, give the number of the certificate issued in any previous settlement make by the Second Auditor. By the conditions of the rules and regulations prescribed by the War Department, *parents* are to apply *jointly*.

Application for Army Bounty on account of transfer from Army to Navy.

To enable this office to adjudicate a claim for bounty for men originally enlisted in the army and subsequently transferred to the navy, as provided by act approved February 24, 1864, it is requisite that the blanks for answers to the following inquiries be clearly and legibly filled up, and the appended deposition properly executed before any officer duly authorized by law to administer oaths, whose official character as such must be verified by the certificate and seal of a court of record.

If the applicant be now in the navy or marine corps, *and at sea*, this required deposition may be sworn to before the commanding officer of his vessel.

1st. *When* and *where* did you enlist in the army, and for what *term?*

Answer. ———.

2d. Was this your first enlistment; and if not, state the company and regiment to which you originally belonged?

Answer. ———.

3d. Were you present with your company on every muster day; if not, state distinctly where you were and on what duty?

Answer. ———.

4th. When and where were you transferred from the army to the navy or marine corps (as the case may be), and to what regiment and company of the army did you belong when so transferred, and what was the name and rank of your commanding officer?

Answer. ———.

5th. What amount of bounty was paid you after your enlistment into the army, and by whom paid?

Answer. ———.

6th. Was that sum the whole amount paid you for such enlistment?

Answer. ———.

7th. On board what vessel, or to what naval station, were you first sent when thus transferred?

Answer. ———.

8th. Were you indebted to the army for overdrawn clothing, advances, fines, or on any other account, when you were trans-

ferred to the navy; if so, to *what amount*, and on what account?

Answer. ———.

9th. Names of all the vessels of the navy on board of which you have, since your transfer to the navy, consecutively served, and the names of their respective commanders and paymasters?

Answer. ———.

10th. Have you been paid any bounty since serving in the navy; if so, when and where, and by whom was it paid?

Answer. ———.

11th. Are you entitled to any prize money for captures made by the vessel or vessels to which you were attached since your transfer to the navy; if so, state the name or names of the capturing vessels, and also of the captured vessels?

Answer. ———.

12th. Have you received any prize money on account of such captures; if so, how much, for what captures, when, and by whom paid?

Answer. ———.

13th. Are you still in the navy or marine corps; if not, when and where were you discharged; or how did you leave the naval service, if you were not regularly discharged therefrom?

Answer. ———.

STATE OF ———, }
County of ———, } *ss:*

On this —— day of ——, 18—, personally appeared before me ——, and duly made oath that he is the identical person who applied to the Fourth Auditor of the Treasury for the unpaid bounty claimed by him on account of his enlistment into the army of the United States, and that the answers to each and every of the foregoing inquiries in relation thereto, which have been read and carefully explained to him beforehand, are true.

[*Signature of Claimant.*[

Also personally appeared before me —— and ——, of the county of ——, and State of ——, who, being duly sworn according to law, declare that they have been for —— years acquainted with ——, the above-named applicant, who was a —— in company —— of the —— regiment of —— volunteers, and know him to be the identical person named in the foregoing declaration; and that they have no interest whatever in this application.

[*Signature of Witnesses.*]

Sworn to and subscribed before me, this —— day of ——, 18—.

[*Official Signature.*]

I certify that ——, before whom the foregoing declaration and affidavit were made, is a ——, duly authorized to administer oaths, and that the above is his signature.

In witness whereof I have hereunto set my hand and official seal, this —— day of ——, 18—.

[L. S.] [*Signature of the Clerk.*]

NOTE.—In all cases where a mark is substituted for the written signature, two disinterested witnesses are required.

Discharges, both from the army and navy (if the claimant be not still in the latter service), should always be sent with this paper, *after its execution*, to the Fourth Auditor's Office.

INSTRUCTIONS FOR PREPARING CLAIMS FOR BOUNTY MONEY.

The following instructions and forms are extracted from a circular of the Second Auditor of the Treasury, relating to claims for pay and bounty:

OF BOUNTY.—The act, approved July 11, 1862, provides "that said bounty shall be paid to the following persons, and in the order following, and to no other person, to wit: First, to the widow of such deceased soldier, if there be one. Second, if there be no widow, then to the children of such deceased soldier, share and share alike. Third, if such soldier left neither widow, nor child, nor children, then, and in that case, such bounty shall be paid to the following persons, provided they be residents of the United States, to wit: First, to his father, or if he shall not be living, or has abandoned the support of his family, then to the mother of such soldier; and if there be no father nor mother, as aforesaid, then such bounty shall be paid to the brothers and sisters of the deceased soldier, resident as aforesaid."

By the same act, the bounty of one hundred dollars to widows, etc., of volunteers, is also given to the widows, etc., of those persons who have enlisted in the regular forces since the first day of July, 1861, or shall enlist in the regular forces during 1862, to be paid to the heirs named in this act. Widows of commissioned officers, and of soldiers dying after being discharged, are not entitled to bounty, nor are the widows of deceased three-months volunteers.

DISLOYALTY.—In section four of "an act to grant pensions," approved July 24, 1862, it is provided, "that no moneys shall

be paid to the widow, or children, or any heirs of any deceased soldier, on account of bounty, back pay, or pension, who have in any way been engaged in, or who have aided or abetted the existing rebellion in the United States; but the right of such disloyal widow, or children, heir or heirs, of such soldier, shall be vested in the loyal heir or heirs of the deceased, if any there be."

Information in regard to such cases will receive the attention of the accounting officers.

Application.—The claimant or claimants must make a written application, under oath, and over his, her, or their own signature, stating his, her, or their name, age, residence, connection to the deceased, with the letter or name of the Captain of the company, and regiment to which he belonged; time of his death and the nature of the pay claim—whether "arrears of pay," etc.; and the "$100 bounty," under act of July 22, 1861.

An application by the guardian should give the name and age of the ward or wards, and should be accompanied by letters of guardianship, or an authenticated copy thereof. In the application of a mother claiming bounty, her husband being alive, the facts upon which the claim is made should be clearly stated and proved. If the soldier died unmarried, leaving no child, it must be stated by the applicant, and also by the disinterested witnesses.

Proof.—To satisfy the accounting officers that the person or persons thus claiming is or are entitled to the money in the character he, she or they, may claim, the depositions of two credible witnesses will be required, stating that they are acquainted with the claimant or claimants, the connection held to the deceased, and that they (the deponents) are disinterested. Proof of marriage (record evidence if possible) must always accompany the applications of those claiming to be widows. If the soldier died unmarried it must be so stated by the applicant and also by the disinterested witnesses.

Authentication.—The application and depositions, above required, to be subscribed and sworn to before a judge, commissioner, notary public, or Justice of the Peace, duly authorized to administer oaths, accompanied by a certificate and seal of a

court of record as to the fact of the said judge, etc., being duly commissioned and acting in his official capacity at the time of the execution of the foregoing papers.

BOUNTY.—No discharged soldier can, under any circumstances, receive the bounty provided by the act of July 22, 1861, unless "he shall have served for a period of two years, or during the war, if sooner ended;" but, "the widow, if there be one, and if not, the legal heirs of such as die, or may be killed in the service, in addition to all arrears of pay and allowances, shall receive the sum of one hundred dollars."

MODE OF PRESENTING CLAIMS.—All claims for arrears of pay and bounty money may be sent directly to this office. When received they are entered upon the register; as soon as practicable they will be examined, and if found correct in form, they are placed upon the files for settlement, and their receipt acknowledged. If incorrect, the party sending it is immediately notified. No "special cases" will be made at the solicitation of attorneys, but when evidence can be obtained, cases will be audited in the order in which they are received. The only exception to this rule is when in settling a case in its order, evidence is found upon the same rolls by which to settle other claims of soldiers deceased in the same company. Letters of inquiry in relation to a claim should specify the name of the deceased, and the company, regiment, and State to which he belonged, and in all cases, to secure an answer, the name, post-office and State of the writer should be distinctly written.

FORMS.—The form accompanying this circular is intended only as a guide, and must be varied to suit special cases. No claim is rejected on account of the form in which it is presented, if it substantially complies with the instructions.

TO CORRESPONDENTS.—Letters of inquiry relating to the pay of soldiers in hospital or on furlough, should be addressed to the Paymaster-General. Inquiries relating to the pay of deceased teamsters or other employees of the quartermaster's department, or for the pay of horses killed or lost in the service, to the Third Auditor; and relating to the pay and bounty of persons in the marine or naval service, to the Fourth Auditor.

POSTAGE.—The Government pays all postages on such busi-

ness communications, whether received or transmitted by this office.

Form of Application for Arrears of Pay and Bounty.

I, ———, of ———, in the county of ——, and State of ——, on oath, say that my age is —— years, and that I am the ——— of ——, late of ——, in the State of ———, who was a ——— in company ——, of the —— regiment of ———, and died in the service of the United States at ——, on the —— day of ———, 18—. [*If the soldier died unmarried, leaving no child, it should be here stated. If the application is by the mother, she should also state the name of the father of the deceased, his death or abandonment of the support of his family, giving the date and all facts necessary to a proper understanding of the case. If the application is by the widow of the deceased, she should here state her maiden name, when, where, and by whom she was married to him, and whether or not there is record evidence of such marriage.*] I make this application to recover all arrears of pay or other allowances due to the deceased from the United States, and the bounty provided by the sixth section of the act of July 22, 1861.

[*Signature of Claimant.*]

STATE OF ——
County of —— } *ss.*

Personally appeared the above-named ——, to me well known, and subscribed and made oath to the foregoing statement, on this —— day of ——, 18—, before me.

[*Name and Official Title.*]

Form of Affidavit.

We ——— and ———, of ———, in the county of ——, and State of ———, on oath, say that we are and have been for —— years well acquainted with ———, the applicant, and with the said ——, deceased, who was a ——, in company ——, of the —— regiment ——, and know —— to be the —— of the said deceased [*if he died unmarried, leaving no child, it should be here stated; and if the application is by the mother, the fact of her widowhood, or the abandonment of her husband, should be stated as in the application*]; and that we have no interest whatever in this application.

[*Signatures.*]

Certificate of the magistrate as above, also that of the clerk of the court under seal, in the usual form.

This application must be accompanied by the following proof:

IN THE CASE OF A WIDOW:

1. Her marriage with the deceased. This proof must be made in the same manner as in applications for pensions.

2. Widowhood and identity. These may be proved by the affidavit of the witnesses above given.

IN THE CASE OF CHILDREN:

1. The marriage of the parents. This must be proved in like manner as in applications by widows.

2. Death of widow.

3. That they are the children, and *all* the children, of the deceased.

Items two and three may be proved by the affidavit of two witnesses, according to the form furnished by the Second Auditor.

If the application is made by the guardian of minors, a certified copy of his letters of guardianship must be sent, and a certificate from the proper court that he is still acting as guardian.

IN THE CASE OF A FATHER:

1. That he is the father of deceased.

2. That the deceased left neither widow nor child.

These facts may be proved by the affidavit of witnesses according to the form.

IN THE CASE OF A MOTHER:

1. The death of her husband, the father of the deceased.

2. That she was the mother of the deceased.

3. That he left neither widow nor child.

4. In the case of abandonment by her husband, he being still living, that fact must also be proved.

These items of testimony may all be proved by the affidavit of two witnesses as above.

IN THE CASE OF BROTHERS AND SISTERS:

1. The marriage and death of their parents. This must be proved as in the case of widows.

2. That they are the brothers and sisters of the deceased.

3. That he left neither widow nor child.

These latter items may be proved by the affidavits of witnesses.

In the case of children, fathers, and brothers and sisters, positive proof of relationship to the deceased will not be required. General reputation and undisputed relationship will suffice.

Widow's Declaration for Bounty Money and Arrears.

STATE OF ——, } ss.
County of ——, }

On this —— day of ——, 18—, before me, a ——, in and for the county and State above named, personally appeared ——, who, after being duly sworn according to law, declares and says; that she is aged —— years; that she is a resident of ——, county of ——, and State of ——, that she is the widow of ——, who was a —— in company ——, commanded by Captain ——, of the ——— regiment of ——— volunteers, commanded by Colonel ——, and who [*was killed or died*] at ——, on or about the —— day of ——, 18—, while in the service of the United States.

That she was married to the said ——, on the —— day of ——, in the year 18—, at ——, by one ——, a ——; that her name before her marriage was ——, and that she has remained a widow since the death of her said husband. And she further states that she believes there is —— public record of her said marriage [*should there be neither public nor private record, nor any witness of said marriage living or accessible, the facts should be stated.*]

She makes this declaration for the purpose of obtaining the bounty money, arrears of pay, and all other arrearages or sums of money due her by reason of the service of the soldier above named, under and by virtue of an act of Congress, passed July 22, A. D. 1861, also of all other acts now in force upon this subject. And she hereby constitutes and appoints ——, her attorney in fact, to prosecute this claim, and authorizes him to receive and receipt for a draft or certificate for the amount that may be allowed her.

[*Claimant's Signature.*]

Attest: [*Two Witnesses.*]

Sworn to, subscribed and acknowledged before me, the day and year first above written; and on the same day personally came —— and ——, residents of ——, in the county of——, State aforesaid, who, being duly sworn according to law, declare that they are personally acquainted with Mrs. ——, widow of

——, who has made and subscribed the foregoing declaration, and were acquainted with her and her said husband, before he entered the service, and know that they lived together as man and wife, and were so reported; that she is the widow of the identical ——, who performed the military service mentioned in the declaration, and has remained a widow since his death; that their knowledge of the identity of her husband with the soldier is derived from ——.

And they further testify that they reside as above stated, and are disinterested in this claim.

[*Witnesses' Signatures.*]

Sworn to and subscribed before me, and I certify that I am not interested in this claim, nor concerned in its prosecution; that I believe the affiants to be credible persons, and the declarant to be the person she represents herself to be.

[*Magistrate's Signature.*]

STATE OF ——
County of —— } *ss.*

I, ——, clerk of the —— court in and for the county and State above named, do hereby certify that ——, Esq., before whom the foregoing declaration and affidavits were made, and who has thereunto signed his name, was at the time of so doing an acting ——, in and for said county, duly commissioned and sworn; that all of his official acts, as such, are entitled to full faith and credit, and that his signature thereunto is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at ——, in said county, this —— day of ——, A. D. 18—.

[*Clerk.*]

Claim of Heirs for Arrears, Bounty Money, etc., of Deceased Officer or Soldier.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, 18—, before me, a ——, in and for the county and State above named, personally appeared ——, aged —— years, a resident of ——, county of ——, State of ——, who, being duly sworn according to law, declare that they are the children and heirs of ——, who was a —— of company ——, commanded by Captain ——, in the —— regiment of —— volunteers; that the said —— volunteered at ——, on or about the —— day of ——, 18—, for —— and [died *or* was killed] at ——, on or about the —— day of ——, 18—, while in said service, that the said —— left surviving him no widow, nor child or children, other than these claimants.

This declaration is made for the purpose of obtaining the arrears of pay, bounty money, extra pay and all other arrearages or sums of money due by reason of the service of the soldier above named; and —— is hereby constituted —— attorney to prosecute this claim, and is authorized to receive and receipt for a draft payable to the order of this declarant [*or* declarants] for whatever sum may be allowed on the same, and to assign and convert the same into current funds.

Attest: [*Two Witnesses.*]

[*Signature of Heirs.*]

Sworn to, subscribed and acknowledged before me the day and year first above written, and on the same day personally appeared —— and ——, residents of ——, who, being duly sworn according to law, declare that they are personally acquainted with —— and ——, who have made and subscribed the foregoing declaration, and know that they are the children and heirs-at-law of ——, who was a—— in Captain ——'s company, ——, of the —— regiment of —— volunteers, and who died [*or* was killed] while in the service of the United States, as stated in said declaration. That the said —— left surviving him no widow, nor child or children, other than the said —— and ——. That their knowledge of their identity as heirs of the soldier named is derived from personal acquaintance. That they reside as above stated, and are disinterested in this claim.

[*Witnesses' Signatures.*]

Sworn to and subscribed before me, and I certify that I am not interested in this claim, nor concerned in its prosecution; that I believe the affiants to be credible persons, and the declarant to be the person she represents herself to be.

[*Magistrate's Signature.*]

STATE OF ——}
County of ——} *ss.*

I, ——, clerk of the —— court in and for the county and State above named, do hereby certify that ——, Esq., before whom the foregoing declaration and affidavits were made, and who has thereunto signed his name, was at the time of so doing an acting ——, in and for said county, duly commissioned and sworn, that all of his official acts, as such, are entitled to full faith and credit, and that his signature thereto is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at ——, in said county, this —— day of ——, A. D. 18—.

[L. S.]

——, *Clerk.*

Claim of Heirs for Arrears, Bounty Money, etc., of Deceased Officer and Soldier.

STATE OF ——} *ss.*
County of ——}

On this —— day of ——, 18—, before me, a ——, in and for the county and State above named, personally appeared ——, aged —— years, a resident of ——, county of ——, State of ——, who, being duly sworn according to law, declare that they are the children and heirs of ——, who was a —— in company ——, commanded by Captain ——, in the —— regiment of —— volunteers; that the said —— volunteered at ——, on or about the —— day of ——, 18—, for ——, and died [*or* was killed] at ——, on or about the —— day of ——, 18—, while in said service; that the said —— left surviving him no widow, nor child or children, other than these claimants.

This declaration is made for the purpose of obtaining the arrears of pay, bounty money, extra pay, and all other arrearages or sums of money due by reason of the services of the soldier, above named; and —— is hereby constituted —— attorney to prosecute this claim, and is authorized to receive and receipt for a draft payable to the order of this declarant [*or* declarants] for whatever sum may be allowed on the same, and to assign and convert the same into current funds.

Attest: [*Two Witnesses.*]

[*Signature of Heirs.*]

Sworn to, subscribed and acknowledged before me the day and year first above written, and on the same day personally appeared —— and ——, residents of ——, who being duly sworn according to law, declare that they are personally acquainted with —— and ——, who have made and subscribed the foregoing declaration, and know that they are the children and heirs-at-law of ——, who was a —— in Captain ——'s company ——, of the —— regiment of —— volunteers, and who died [or was killed] while in the service of the United States, as stated in said declaration. That the said ——, left surviving him no widow, nor child or children, other than the said —— and ——. That their knowledge of their identity as heirs of the soldier named, is derived from personal acquaintance. That they reside as above stated, and are disinterested in this claim.

[*Witnesses' Signature.*]

Sworn to, and subscribed before me, and I certify that I am not interested in this claim, nor concerned in its prosecution; and

I believe the affiants to be credible persons, and the declarants the persons they represent themselves to be.

[*Officer's Signature.*]

Here must follow the certificate of the clerk, as in the preceding case.

When there are several heirs, and it will be difficult to have them unite in a declaration, one of them should take out letters of administration, and make the claim as administrator.

Application of Soldier for Arrears of Pay, or for Arrears of Pay and Bounty.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, 18—, before me, a ——, in and for the county and State above named, and by law duly authorized to administer oaths for general purposes, personally appeared, ——, aged — years, who, being duly sworn according to law, declares that he is not indebted or accountable to the United States on any account whatever; and he further states that he is the identical ——, who was a —— in company —, commanded by Captain ——, in the —— regiment of —— volunteers, commanded by Colonel ——; that he enlisted at ——, in the State of ——, on or about the — day of ——, 18—, for the term of ——, and was honorably discharged at ——, on or about the — day of ——, 18—, by reason of the expiration of his term of service, and that he claims there is due him from the United States, for pay and allowances, as follows:—

He makes this declaration to obtain the arrears of pay, bounty money, extra pay, and all other arrearages or sums of money due him by reason of the services above named, and he hereby constitutes and appoints ——— his attorney to prosecute this claim, and authorizes him to receive and receipt for a certificate for whatever sum may be allowed on the same, and to attend to and procure the settlement of such business as deponent may have with the United States, in any office or department of the same, and to receive and to receipt for all sums of money that may be found due deponent, upon any account or claim now unsettled.

Attest: [*Two Witnesses.*]

[*Signature of Claimant.*]

Sworn to, and subscribed and acknowledged before me, the day and year first above mentioned, and on the same day personally appeared before me ——— and ———, residents of ———, to me known as credible witnesses, who, being duly sworn according to law, declare that they are personally ac-

quainted with ———, who has made and subscribed the foregoing declaration, and know that he is the identical person who performed the service therein named; that their knowledge of his identity is derived from ———. That they are disinterested in the claim, and reside at the place above named.

[*Signatures of Witnesses.*]

NOTE.—Bounty money can only be claimed at the expiration of two years from the time of enlistment, or at the end of the war.

Sworn to, and subscribed before me; and I certify that I am not interested in the claim, nor concerned in its prosecution; and I further certify that I know the affiants to be credible witnesses, and that the declarant is the person he represents himself to be.

[*Officer's Signature.*]

Power of Attorney for Drawing Bounty or Pay.

Know all men by these presents: That I, ———, a ———, in company —, commanded be Captain ———, of the —— regiment of ——— volunteers, commanded by Colonel ———, do hereby make, constitute, and appoint ———, of ———, my true and lawful attorney, for me, and in my name, place and stead, to ask, demand, receive and receipt for any and all bounty, pay, or other money due me from the United States Government, for services in said company. And I do hereby authorize my said attorney, for me, to sign the pay roll of said regiment, and perform any and all other acts necessary to be done in the premises as fully, to all intents and purposes, as I, myself, if personally present, could do, hereby ratifying all that my said attorney shall or may do in the premises.

In testimony whereof I hereto set my hand and seal, this —— day of ———, A. D. 18—.

[L. S.] Executed in presence of
[*Witnesses.*]

STATE OF ——
County of —— } *ss.*

On this —— day of ———, A. D. 18—, before me, a ———, within and for said county, personally came ———, to me well known to be the identical person he represents himself to be and acknowledged the signing and sealing of the foregoing power of attorney for the purposes therein expressed.

And I certify that I have no interest whatsoever in the claim of the said —— —.

[*Officer's Signature.*]

FORMS AND REGULATIONS RELATING TO PAY AND ALLOWANCES FOR SERVICES IN THE ARMY.

Claims for pay, extra pay, allowances and bounties, for services in the army, during the war of 1812, should be presented to the Third Auditor; for services rendered since that time to the Second Auditor; and for services in the navy or marine corps, whether in the war of 1812 or since that time, to the Fourth Auditor of the Treasury. A volunteer or soldier should receive, at the time of his discharge, a regular discharge, and two duplicate pay certificates.

With these papers he can be paid by any paymaster of the army on their presentation. If the discharged volunteer or soldier has failed to obtain such certificates, and the regiment to which he has belonged is disbanded or beyond his reach, or if he has obtained such certificates, and payment has for any reason been refused upon their presentation to a paymaster of the army, he should make a declaration over his signature according to the Form of Application for Arrears of Pay and Bounty, and forward such declaration, together with his pay certificates and discharge [if he has them, if not, their absence must be accounted for in said declaration] to the Second Auditor of the Treasury Department, at Washington. Such claim will be audited by the Department, and the result communicated to claimant or his attorney.

Soldiers not entitled to Pay.

The 1,638th section of the United States Army Regulations provides as follows: "In case any individual shall be discharged within three months after entering the service, for a disability which existed at that time, he shall receive neither pay nor allowances, except subsistence and transportation to his home.

Soldiers not Discharged.

A volunteer or soldier at home on a furlough, or for any other cause absent from his regiment on pay day, should send power of attorney to some member of his regiment [captain preferred], authorizing such person to draw his pay.

Official Instructions of the Second Auditor of the Treasury Department in Preparing Claims for Soldiers' Pay and Bounty.

To enable those who may have claims upon the United States, for money due deceased officers and soldiers, on account of services rendered, whether in the regular or volunteer service, to obtain the same, with the least delay, the following information is furnished.

Order of Payment:

ORDER FIRST.—If the deceased was married, payment will be made: first, to the widow; second, if no widow, to his child or children (if minors, to the guardian).

ORDER SECOND.—If he died unmarried: first, to the father; second, if the father is dead, to the mother; third, if both parents are dead, to the brothers and sisters collectively; lastly, to the heirs general (to be distributed in accordance with the laws of the State in which the deceased had his domicile).

Application, Proof, and Authentication:

APPLICATION.—The claimant or claimants must make a written application, under oath, and over his, her, or their own signature, stating his, her, or their name, age, residence, connection to the deceased, with the letter or name of the captain of the company and regiment to which he belonged; time of his death and the nature of the pay claimed—whether "arrears of pay," etc., and the "$100 bounty," under the act of July 22, 1861.

An application by a guardian should give the name and age of the ward or wards, and should be accompanied by letters of guardianship, or an authenticated copy thereof. In the application of a mother, claiming bounty, her husband being alive, the facts upon which the claim is made should be clearly stated and proved. If the soldier die unmarried, leaving no child, it must be stated by the applicant, and also by the disinterested witnesses.

PROOF.—To satisfy the accounting officers that the person or persons thus claiming is or are entitled to the money in the character he, she, or they may claim, the depositions of two credible witnesses will be required, stating that they are ac-

quainted with the claimant or claimants, the connection held to the deceased, and that they (the deponents) are disinterested.

AUTHENTICATION.—The application and depositions above required to be subscribed and sworn to before a judge, commissioner, notary public, or justice of the peace, duly authorized to administer oaths, accompanied by the certificate and seal of a court of record as to the fact of the said judge, etc., being duly commissioned and acting in his official capacity at the time of the execution of the foregoing papers.

If the soldier died unmarried, it must be so stated in the application of those claiming to be his father, mother, brothers or sisters, as well as by the witnesses.

Proof of marriage (record evidence) if possible, must always accompany the applications of those claiming to be widows.

ADMINISTRATION.—As the taking out of "letters of administration" is attended with considerable expense (often unnecessary), it is suggested that it be done only when required by the Auditor.

DISCHARGED SOLDIERS.—When a soldier or volunteer is discharged, he is (or should be) furnished with a regular "discharge," and two (duplicate) "pay certificates," and one or more disability certificates if discharged on account of disability. Upon these papers he can be paid by a paymaster of the army upon their presentation. Should he fail to present them for payment to a paymaster, or, having presented them, and payment refused, and they are sent to this office, the applicant must state the reasons for such refusal, accompanied by proof of identity and authentication, as in the case of deceased soldiers. In no case should the "oath of identity," on the back of the "discharge" be filled up, as the "discharge" is returned to the soldier after his claim has been acted upon. Where "pay certificates" and certificates of disability have been withheld, he must send all other papers given to him at the time of his discharge, together with the certificate of his captain that no such certificates were given to him, and the reasons for withholding them. In case the certificates are claimed to have been lost, an affidavit of such loss must be furnished, stating the circumstances under which it occurred; that he has diligently searched for them without success, and

that he has not received payment thereon, nor assigned them to any person.

Mode of Payment.—Payments will be made by an order from the accounting officers on any paymaster of the army. Such order will require the signature of the claimant on its face before it will be paid.

Mode of Presenting Claims.—All claims of arrears of pay and bounty may be sent directly to this office. When received they are entered upon the register; as soon as practicable they will be examined, and if found correct in form, they are placed upon the files for settlement, and their receipt acknowledged. If incorrect, the party sending it is immediately notified. No "special cases" will be made at the solicitation of attorneys, but when evidence can be obtained, cases will be audited in the order in which they are received. The only exception to this rule is when, in settling a case in its order, evidence is found upon the same rolls by which to settle other claims of soldiers deceased in the same company. Letters of inquiry in relation to a claim, should specify the name of the deceased, and the company, regiment, and State to which he belonged; and in all cases, to secure an answer, the name, post-office, and State of the writer should be distinctly written.

Forms.—The form accompanying this circular is intended only as a guide, and must be varied to suit special cases. No claim is rejected on account of the form in which it is presented, if it substantially complies with the instructions.

To Correspondents.—Letters of inquiry, relating to the pay of soldiers in hospital or on furlough, should be addressed to the Paymaster General. Inquiries relating to the pay of deceased teamsters or other employees of the Quartermaster's Department, or for horses killed in the service, to the Third Auditor; and relating to the pay and bounty of persons in the marine or naval service, to the Fourth Auditor.

General Order for Payment of Prisoners of War.

Payment will be made to persons presenting a written authority from a prisoner to draw his pay; or, without such authority, to his wife, the guardian of his minor children, or his widowed

mother in the order named. Application for such payment to be made to the senior paymaster of the district in which the prisoner is serving, and must be accompanied by the certificate of a judge of a court of the United States, or of some other party, under the seal of a court of record of the State in which the applicant is a resident, setting forth that the applicant is the wife of the prisoner, the guardian of his children, or his widowed mother; and, if occupying either of the last two relationships towards him, that there is no one in existence who is more nearly related to him, according to the above classification.

Payments will be made to parties thus authorized and identified, or their receipts made out in a manner that would be recognized by the prisoner himself, at least one month's pay being in all cases retained by the United States. The officer making the payment, will see that it is entered on the last previous muster-roll for the payment of the prisoner's company, or will report it, if those rolls are not in his possession, to the senior paymaster of the district, who will either attend to the entry or give notice of the payment to the Paymaster-General, if the rolls have been forwarded to his office.

Rules Observed at the Office of the Fourth Auditor in the Settlement of Claims to Balances Due to Deceased Seamen or Marines at the time of their Death.

1. Payment of balances due deceased seamen or marines will not be made except to administrators, *who are heirs,* or appointed *with the consent of heirs*, or to creditors to the amount of their respective claims. But no payment shall be made to a creditor until the balance due the deceased person shall have remained in the Treasury, uncalled for by an administrator appointed as aforesaid, for six weeks after information of the death of such person shall have been received at the Department; and where the balance exceeds the sum of twenty dollars, no claim of a creditor will be paid, until an advertisement shall have been inserted for three successive days, in the newspaper employed to publish the laws in the city of Washington, calling upon other claimants to present their claims at the office of the Fourth Auditor within two months; at the end of which term, if the bal-

ance shall not have been demanded by an administrator appointed as aforesaid, the claims which shall have been presented and proved before the accounting officers will be paid in equal proportion, the expense of the advertisement having been first defrayed out of the sum due to the deceased person at the time of his death.

2. Payment of arrearages claimed under a will, will only be made after satisfactory proof of the will is adduced to the accounting officers. Wills of persons in actual service must be in writing, and attested by an officer, if the testator were not himself an officer. The executor will be required to produce the original will, or a copy duly authenticated.

3. Heirship, or consent of heirs, may be shown by the fact being inserted in the letters of administration, or must be proved by the affidavit of two disinterested persons, taken before an officer empowered to administer oaths.

4. Payment may be made immediately to the heirs of the deceased, when it shall be shown that the cost of obtaining administration at the proper place would exceed one-third part of the balance due.

5. The penalty of the administration bond should be shown by the certificate of administration, or otherwise.

Form of Application for Payment for Horses, or other Property Lost or Destroyed.

STATE OF ——
County of ——} *ss.*

On this —— day of ——, A. D. 18—, personally appeared before me, a —— within and for said county, duly authorized to administer oaths, ——, a resident of said county, to me well known, who being by me duly sworn, deposes and says that he is the identical ——, who was a —— in the company commanded by ——, in the —— regiment of ——, commanded by ——; that he entered the service of the United States on or about the —— day of ———, A. D. 18—, and was regularly mustered into said service, and mounted upon a horse of the following description, *viz.*, ———, which said horse was appraised in due form of the value of $——, that he continued mounted upon the said horse until the —— day of ———, 18—, when the said horse was lost in consequence of, and in the manner following, *viz.*: ———. That at the time of the loss aforesaid he was under the imme-

diate command of ———, that he was remounted on the —— day of ———, A. D. 18—, on a horse valued at $———, which he obtained of ——, who was ——, and continued so remounted until the —— day of ———, 18—, when he was regularly and honorably mustered out of the service by ——.

And further, that he has not received from any officer or agent of the United States any horse, or other property in lieu of the horse lost as aforesaid, nor has he received any compensation for the same; the same having been lost without any fault or neg ligence on his part.

[*Claimant's Signature.*]

Sworn to and subscribed, before me, this —— day of ———, A. D. 18—.

[*Officer's Signature.*]

NOTE.—If the property was hired by the government, the fact should be stated, giving also the name, official rank and position of the person who made the contract; or if impressed for the use of the army, a description of the property, also the name, official position, etc., of the person seizing the same.

STATE OF ——
County of —— } *ss.*

On this —— day of ——, A. D. 18—, before me, a ——, within and for said county, duly authorized by law to adminster oaths, personally came ———, a resident of said county, to me well known to be a credible witness, who, being by me duly sworn, deposes and says that he is the identical ——, who was the Captain commanding the company ——, in the regiment commanded by Colonel ——, in the service of the United States, in the war with ——, that —— was a —— in the said company, having been regularly enrolled and mustered into the service, that at the time he was mustered. he was mounted on a horse of the following description, *viz.:* ———, which said horse was duly appraised and valued at $——, that the horse above described was lost on the —— day of ——, in consequence of ——, in the manner following, *viz.:* ——, which said loss was sustained without any fault or negligence on the part of the claimant.

And deponent further states, that the said —— was remounted after said loss, on the —— day of ——, A. D. 18—, and continued so remounted until the —— day of ——, A. D. 18—.

And deponent further states, that the horse upon which the said —— was remounted after said loss, was not furnished by the United States, nor any of their officers or agents, nor been owned by another mounted militiaman or volunteer, to whom payment for the loss and risk thereof, or for its forage while in possession of the said ——, could have been made except ——.

And deponent further states, that the horse upon which the said —— was remounted, was purchased by him of one ——, and the sum of $—— paid for the same.

And deponent further states, that the said —— was honorably discharged on —— day of ——, 18—.

Subscribed and sworn to, before me, the day and year aforesaid.

[*Officer's Signature.*]

Power of Attorney.

Know all men by these presents that I, ———, of ———, named in the foregoing declaration and affidavit, do hereby constitue and appoint ———, my true and lawful attorney, authorizing him to file this my claim for payment, for ——— in the military service of the United States and to do all acts necessary and proper in the premises; to receive and receipt for a draft payable to my order for such sum as may be found due upon examination and settlement of my claim.

Witness my hand and seal this —— day of ——, A. D. 18—.

Signed, sealed in presence of

[*Two Witnesses.*] [L. S.]

STATE OF ——
County of —— } *ss.*

On this —— day of ———, A. D. 18—, personally appeared before me the above named ———, to me known, and acknowledged the foregoing power of attorney to be his act and deed for the purpose therein mentioned.

[*Officer's Signature.*]

CONSTITUTION

OF THE

UNITED STATES OF AMERICA.

WE, the People of the United States, in order to form a more perfect Union, establish justice, insure domestic tranquillity, provide for the common defence, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this CONSTITUTION for the United States of America.

ARTICLE I.

SECTION 1. All legislative powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.

SEC. 2. The House of Representatives shall be composed of members chosen every second year by the people of the several States, and the electors in each State shall have the qualifications requisite for electors of the most numerous branch of the State Legislature.

No person shall be a Representative who shall not have attained to the age of twenty-five years, and been seven years a citizen of the United States, and who shall not, when elected, be an inhabitant of that State in which he shall be chosen.

Representatives and direct taxes shall be apportioned among the several States which may be included within this Union, according to their respective numbers, which shall be determined by adding to the whole number of free persons, including those bound to service for a term of years, and excluding Indians not taxed, three fifths of all other persons. The actual enumeration shall be made within three years after the first meeting of the Congress of the United States, and within every subsequent term of ten years, in such manner as they shall by law direct. The number of Representatives shall not exceed one for every thirty thousand, but each State shall have at least one Representative; and until such enumeration shall be made, the State of New-Hampshire shall be entitled to choose three, Massachusetts eight, Rhode Island and Providence Plantations one, Connecticut five, New-York six, New-

Jersey four, Pennsylvania eight, Delaware one, Maryland six, Virginia ten, North Carolina five, South Carolina five, and Georgia three.

When vacancies happen in the representation from any State, the Executive Authority thereof shall issue Writs of Election to fill such vacancies.

The House of Representatives shall choose their Speaker and other officers, and shall have the sole power of impeachment.

SEC. 3. The Senate of the United States shall be composed of two Senators from each State, chosen by the Legislature thereof for six years; and each Senator shall have one vote.

Immediately after they shall be assembled in consequence of the first election, they shall be divided as equally as may be into three classes. The seats of the Senators of the first class shall be vacated at the expiration of the second year, of the second class at the expiration of the fourth year, and of the third class at the expiration of the sixth year, so that one third may be chosen every second year; and if vacancies happen by resignation, or otherwise, during the recess of the Legislature of any State, the Executive thereof may make temporary appointments until the next meeting of the Legislature, which shall then fill such vacancies.

No person shall be a Senator who shall not have attained to the age of thirty years, and been nine years a citizen of the United States, and who shall not, when elected, be an inhabitant of that State for which he shall be chosen.

The Vice-President of the United States shall be President of the Senate, but shall have no vote, unless they be equally divided.

The Senate shall choose their other officers, and also a President *pro tempore*, in the absence of the Vice-President, or when he shall exercise the office of President of the United States.

The Senate shall have the sole power to try all impeachments. When sitting for that purpose, they shall be on oath or affirmation. When the President of the United States is tried, the Chief Justice shall preside; And no person shall be convicted without the concurrence of two thirds of the members present.

Judgment in cases of impeachment shall not extend further than to removal from office, and disqualification to hold and enjoy any office of honor, trust or profit under the United States; but the party convicted shall nevertheless be liable and subject to indictment, trial, judgment and punishment, according to law.

SEC. 4. The times, places and manner of holding elections for Senators and Representatives, shall be prescribed in each State by the Legislature thereof; but the Congress may at any time by law make or alter such regulations, except as to the places of choosing Senators.

The Congress shall assemble at least once in every year, and such meeting shall be on the first Monday in December, unless they shall by law appoint a different day

SEC. 5. Each House shall be the judge of the elections, returns and qualifications of its own members, and a majority of each shall constitute a quorum to do business; but a smaller number may adjourn from day to day, and may be authorized to compel the attendance of absent members, in such manner and under such penalties as each House may provide.

Each House may determine the Rules of its Proceedings, punish its members for disorderly behavior, and, with the concurrence of two thirds, expel a member.

Each House shall keep a Journal of its Proceedings, and from time to time publish the same, excepting such parts as may in their judgment require secresy; and the Yeas and Nays of the members of either House on any question shall, at the desire of one fifth of those present, be entered on the Journal.

Neither House, during the session of Congress, shall, without the consent of the other, adjourn for more than three days, nor to any other place than that in which the two Houses shall be sitting.

SEC. 6. The Senators and Representatives shall receive a compensation for their services, to be ascertained by law and paid out of the treasury of the United States. They shall in all cases, except treason, felony, and breach of the peace, be privileged from arrest during their attendance at the session of their respective Houses, and in going to and returning from the same; and for any speech or debate in either House, they shall not be questioned in any other place.

No Senator or Representative shall, during the time for which he was elected, be appointed to any civil office under the authority of the United States, which shall have been created or the emoluments whereof shall have been increased during such time; and no person holding any office under the United States shall be a member of either House during his continuance in office.

SEC. 7. All bills for raising revenue shall originate in the House of Representatives; but the Senate may propose or concur with amendments as on other bills.

Every bill which shall have passed the House of Representatives and the Senate, shall, before it becomes a law, be presented to the President of the United States: If he approve, he shall sign it; but if not, he shall return it, with his objections, to that House in which it shall have originated, who shall enter the objections at large on their Journal, and proceed to reconsider it. If, after such reconsideration, two thirds of that House shall agree to pass the bill, it shall be sent, together with the objections, to the other House, by which it shall likewise be reconsidered, and, if approved by two thirds of that House, it shall become a law. But in all such cases the votes of both Houses shall be determined by Yeas and Nays, and the names of the persons voting for and against the bill shall be entered on the Journal of each House, respectively

If any bill shall not be returned by the President within ten days Sundays excepted) after it shall have been presented to him, the same shall be a law, in like manner as if he had signed it, unless the Congress by their adjournment prevent its return, in which case it shall not be a law.

Every order, resolution, or vote, to which the concurrence of the Senate and House of Representatives may be necessary (except on a question of adjournment) shall be presented to the President of the United States; and before the same shall take effect, shall be approved by him; or, being disapproved by him, shall be repassed by two thirds of the Senate and House of Representatives, according to the rules and limitations prescribed in the case of a bill.

SEC. 8. The Congress shall have Power—

To lay and collect Taxes, Duties, Imposts and Excises, to pay the debts and provide for the common defence and general welfare of the United States; but all Duties, Imposts and Excises shall be uniform throughout the United States;

To borrow money on the credit of the United States;

To regulate commerce with foreign nations, and among the several States, and with the Indian tribes:

To establish a uniform rule of naturalization, and uniform laws on the subject of bankruptcies throughout the United States;

To coin money, regulate the value thereof and of foreign coin, and fix the standard of weights and measures;

To provide for the punishment of counterfeiting the securities and current coin of the United States;

To establish post-offices and post-roads;

To promote the progress of science and useful arts, by securing for limited times to authors and inventors the exclusive right to their respective writings and discoveries;

To constitute tribunals inferior to the Supreme Court;

To define and punish piracies and felonies committed on the high seas, and offences against the laws of nations;

To declare war, grant letters of marque and reprisal, and make laws concerning captures on land and water;

To raise and support armies, but no appropriation of money to that use shall be for a longer term than two years;

To provide and maintain a navy;

To make rules for the government and regulation of the land and naval forces:

To provide for calling forth the militia to execute the laws of the Union, suppress insurrections and repel invasions;

To provide for organizing, arming, and disciplining the militia, and for governing such part of them as may be employed in the service of the United States, reserving to the States respectively the appointment of the officers, and the authority of training the militia according to the discipline prescribed by Congress;

To exercise exclusive legislation, in all cases whatsoever, over such district (not exceeding ten miles square) as may, by cession of particular States, and the acceptance of Congress, become the Seat of the Government of the United States, and to exercise like authority over all places purchased by the consent of the Legislature of the State in which the same shall be, for the erection of forts, magazines, arsenals dock-yards, and other needful buildings; and

To make all laws which shall be necessary and proper for carrying into execution the foregoing powers, and all other Power vested by this Constitution in the Government of the United States, or in any department or officer thereof.

SEC. 9. The migration or importation of such persons as any of the States now existing shall think proper to admit, shall not be prohibited by the Congress prior to the year one thousand eight hundred and eight, but a tax or duty may be imposed on such importation, not exceeding ten dollars for each person.

The privilege of the Writ of Habeas Corpus shall not be suspended, unless when, in cases of rebellion or invasion, the public safety may require it.

No bill of attainder or ex post facto law shall be passed.

No capitation, or other direct tax shall be laid, unless in proportion to the census or enumeration hereinbefore directed to be taken.

No tax or duty shall be laid on articles exported from any State.

No preference shall be given by any regulation of commerce or revenue to the ports of one State over those of another; nor shall vessels bound to or from one State, be obliged to enter, clear, or pay duties in another.

No money shall be drawn from the treasury but in consequence of appropriations made by law; and a regular statement and account of the receipts and expenditures of all public money shall be published from time to time.

No title of nobility shall be granted by the United States: And no person holding any office of profit or trust under them shall, without the consent of the Congress, accept of any present, emolument, office, or title, of any kind whatever, from any king, prince or foreign State.

SEC. 10. No State shall enter into any treaty, alliance, or confederation; grant letters of marque and reprisal; coin money; emit bills of credit; make anything but gold and silver coin a tender in payment of debts; pass any bill of attainder, ex post facto law, or law impairing the obligation of contracts, or grant any title of nobility.

No State shall, without the consent of the Congress, lay any imposts or duties on imports or exports, except what may be abso-

lutely necessary for executing its inspection laws; and the ne produce of all duties and imposts, laid by any State on imports or exports, shall be for the use of the treasury of the United States and all such laws shall be subject to the revision and control of the Congress.

No State shall, without the consent of Congress, lay any duty of tonnage, keep troops, or ships of war in time of peace, enter into any agreement or compact with another State, or with a foreign power, or engage in war, unless actually invaded, or in such imminent danger as will not admit of delay.

ARTICLE II.

SECTION 1. The Executive Power shall be vested in a President of the United States of America. He shall hold his office during the term of four years, and together with the Vice-President, chosen for the same term, be elected, as follows:

Each State shall appoint, in such manner as the Legislature thereof may direct, a number of electors, equal to the whole number of Senators and Representatives to which the State may be entitled in the Congress; but no Senator or Representative, or person holding an office of trust or profit under the United States, shall be appointed an Elector.

[The electors shall meet in their respective States, and vote by ballot for two persons, of whom one at least shall not be an inhabitant of the same State with themselves. And they shall make a list of all persons voted for, and of the number of votes for each; which list they shall sign and certify, and transmit sealed to the seat of Government of the United States, directed to the President of the Senate. The President of the Senate shall, in the presence of the Senate and House of Representatives, open all the Certificates, and the votes shall then be counted. The person having the greatest number of votes shall be the President, if such number be a majority of the whole number of Electors appointed; and if there be more than one who have such majority, and have an equal number of votes, then the House of Representatives shall immediately choose by ballot one of them for the President; and if no person have a majority, then from the five highest on the list the said House shall in like manner choose the President. But in choosing the President, the votes shall be taken by States, the Representation from each State having one vote. A quorum for this purpose shall consist of a member or members from two thirds of the States, and a majority of all the States shall be necessary to a choice. In every case, after the choice of the President, the person having the greatest number of votes of the Electors shall be the Vice-President. But if there should remain two or more who have equal votes, the Senate shall choose from them by ballot the Vice-President.*]

* This clause has been superseded and annulled by the 12th Amendment

The Congress may determine the time of choosing the Electors and the day on which they shall give their votes; which day shall be the same throughout the United States.

No person except a natural-born citizen, or a citizen of the United States, at the time of the adoption of this Constitution shall be eligible to the office of President; neither shall any person be eligible to that office who shall not have attained to the age of thirty-five years, and been fourteen years a resident within the United States.

In case of the removal of the President from office, or of his death, resignation, or inability to discharge the powers and duties of the said office, the same shall devolve on the Vice-President, and the Congress may by law provide for the case of removal, death, resignation, or inability, both of the President and Vice-President, declaring what officer shall then act as President, and such officer shall act accordingly, until the disability be removed, or a President shall be elected.

The President shall, at stated times, receive for his services a compensation, which shall neither be increased nor diminished during the period for which he shall have been elected, and he shall not receive within that period any other emolument from the United States, or any of them.

Before he enter on the execution of his office, he shall take the following oath or affirmation

"I do solemnly swear (or affirm) that I will faithfully execute the office of President of the United States, and will, to the best of my ability, preserve, protect, and defend the Constitution of the United States."

SEC. 2. The President shall be Commander-in-Chief of the Army and Navy of the United States, and of the Militia of the several States, when called into the actual service of the United States; he may require the opinion, in writing, of the principal officer in each of the Executive Departments, upon any subject relating to the duties of their respective offices; and he shall have power to grant reprieves and pardons for offences against the United States, except in cases of Impeachment.

He shall have power, by and with the advice and consent of the Senate, to make Treaties, provided two thirds of the Senators present concur; and he shall nominate, and by and with the advice and consent of the Senate, shall appoint Ambassadors, other public Ministers and Consuls, Judges of the Supreme Court, and all other officers of the United States, whose appointments are not herein otherwise provided for, and which shall be established by law but the Congress may by law vest the appointment of such inferior officers as they they think proper in the President alone, in the Courts of Law, or in the Heads of Departments.

The President shall have power to fill up all vacancies that may happen during the recess of the Senate, by granting commissions, which shall expire at the end of their next session.

SEC. 3. He shall from time to time give to the Congress information of the state of the Union, and recommend to their consideration such measures as he shall judge necessary and expedient; he may, on extraordinary occasions, convene both Houses, or either of them: and in case of disagreement between them, with respect to the time of adjournment, he may adjourn them to such time as he shall think proper; he shall receive Ambassadors and other public Ministers; he shall take care that the laws be faithfully executed, and shall commission all the officers of the United States.

SEC. 4. The President, Vice-President, and all Civil Officers of the United States, shall be removed from office on impeachment for, and conviction of, Treason, Bribery, or other high Crimes and Misdemeanors.

ARTICLE III.

SECTION 1. The judicial power of the United States shall be vested in one Supreme Court, and in such inferior Courts as the Congress may from time to time ordain and establish. The judges, both of the Supreme and inferior Courts, shall hold their offices during good behavior, and shall, at stated times, receive for their services a compensation, which shall not be diminished during their continuance in office.

SEC. 2. The judicial power shall extend to all cases, in Law and Equity, arising under this Constitution, the Laws of the United States, and Treaties made, or which shall be made, under their authority;—to all cases affecting Ambassadors, other public Ministers, and Consuls;—to all cases of admiralty and maritime jurisdiction;—to controversies to which the United States shall be a party;—to controversies between two or more States;—between a State and citizens of another State;—between citizens of different States;—between citizens of the same State claiming lands under grants of different States, and between a State, or the citizens thereof, and foreign States, citizens or subjects.

In all cases affecting Ambassadors, other public Ministers and Consuls, and those in which a State shall be a party, the Supreme Court shall have original jurisdiction. In all the other cases before mentioned, the Supreme Court shall have appellate jurisdiction, both as to law and fact, with such exceptions and under such regulations as the Congress shall make.

The trial of all crimes, except in cases of Impeachment, shall be by jury; and such trial shall be held in the State where the said crimes shall have been committed; but when not committed within any State, the trial shall be at such place or places as the Congress may by law have directed.

SEC 3. Treason against the United States shall consist only in levying war against them, or in adhering to their enemies, giving them aid and comfort. No person shall be convicted of treason unless on the testimony of two witnesses to the same overt act, or on confession in open Court.

The Congress shall have powar to declare the punishment of treason, but no Attainder of Treason shall work corruption of blood, or forfeiture, except during the life of the person attainted

ARTICLE IV.

SECTION 1. Full faith and credit shall be given in each State t the public acts, records, and judicial proceedings of every other State. And the Congress may by general laws prescribe the manner in which such acts, records, and proceedings shall be proved, and the effect thereof.

SEC. 2. The citizens of each State shall be entitled to all privileges and immunities of citizens in the several States.

A person charged in any State with treason, felony, or other crime, who shall flee from justice, and be found in another State, shall, on demand of the executive authority of the State from which he fled, be delivered up, to be removed to the State having jurisdiction of the crime.

No person held to service or labor in one State, under the laws thereof, escaping into another, shall, in consequence of any law or regulation therein, be discharged from such service or labor, but shall be delivered up on claim of the party to whom such service or labor may be due.

SEC. 3. New States may be admitted by the Congress into this Union; but no new State shall be formed or erected within the jurisdiction of any other State; nor any State be formed by the junction of two or more States, or parts of States, without the consent of the Legislatures of the States concerned, as well as of the Congress.

The Congress shall have power to dispose of and make all needful rules and regulations respecting the territory or other property belonging to the United States; and nothing in this Constitution shall be so construed as to prejudice any claims of the United States, or of any particular State.

SEC. 3. The United States shall guarantee to every State in this Union a republican form of Government, and shall protect each of them against invasion; and on application of the Legislature, or of the Executive (when the Legislature cannot be convened), against domestic violence.

ARTICLE V.

The Congress, whenever two thirds of both Houses shall deem it necessary, shall propose Amendments to this Constitution, or, on

the application of the Legislatures of two thirds of the several States, shall call a Convention for proposing Amendments, which, in either case, shall be valid to all intents and purposes, as part of this Constitution, when ratified by the Legislatures of three fourths of the several States, or by Conventions in three fourths thereof, as the one or the other mode of ratification may be proposed by the Congress;—*Provided*, that no Amendment which may be made prior to the year one thousand eight hundred and eight shall in any manner affect the first and fourth Clauses in the Ninth Section of the first Article; and that no State, without its consent, shall be deprived of its equal suffrage in the Senate.

ARTICLE VI.

All debts contracted and engagements entered into before the adoption of this Constitution, shall be as valid against the United States, under this Constitution, as under the Confederation.

This Constitution and the laws of the United States which shall be made in pursuance thereof, and all Treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the Judges in every State shall be bound thereby, any thing in the Constitution or laws of any State to the contrary notwithstanding.

The Senators and Representatives before mentioned, and the members of the several State Legislatures, and all executive and judicial officers, both of the United States and of the several States, shall be bound by oath or affirmation to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States.

ARTICLE VII

The ratification of the Conventions of nine States shall be sufficient for the establishment of this Constitution between the States so ratifying the same.

DONE in Convention, by the unanimous consent of the States present, the seventeenth day of September, in the year of our Lord one thousand seven hundred and eighty-seven, and of the Independence of the United States of America the twelfth. In Witness whereof, we have hereunto subscribed our names.

GEO. WASHINGTON,
Presdt. and Deputy from Virginia

New Hampshire.

JOHN LANGDON, NICHOLAS GILMAN.

Massachusetts.

NATHANIEL GORMAN, RUFUS KING.

Connecticut.

WM. SAML. JOHNSON. ROGER SHERMAN.

New-York.

ALEX. HAMILTON

New Jersey.

WIL: LIVINGSTON. DAVID BREARLY,
WM. PATERSON, JONA. DAYTON.

Pennsylvania.

B. FRANKLIN, THOMAS MIFFLIN,
ROBT. MORRIS, GEO: CLYMER,
THO: FITZSIMONS, JARED INGERSOLL,
JAMES WILSON, GOUV: MORRIS

Delaware.

GEO: READ, GUNNING BEDFORD, JUN'R.
JOHN DICKINSON, RICHARD BASSETT.
JACO: BROOM.

Maryland.

JAMES M'HENRY, DAN: OF ST. THOS. JENIFER
DANL. CARROLL.

Virginia.

JOHN BLAIR, JAMES MADISON, JR.

North Carolina.

WM. BLOUNT, RICHD. DOBBS SPAIGHT,
HU. WILLIAMSON.

South Carolina.

J. RUTLEDGE, CHARLES COTESWORTH PINCKNEY
CHARLES PINCKNEY, PIERCE BUTLER.

Georgia.

WILLIAM FEW, ABR. BALDWIN.

Attest: WILLIAM JACKSON, *Secretary.*

ARTICLES,

IN ADDITION TO AND AMENDMENT OF THE CONSTITUTION OF THE UNITED STATES OF AMERICA, PROPOSED BY CONGRESS, AND RATIFIED BY THE LEGISLATURES OF THE SEVERAL STATES, PURSUANT TO THE FIFTH ARTICLE OF THE ORIGINAL CONSTITUTION.

(ARTICLE I.)

CONGRESS shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the

freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

(ARTICLE II.)

A well regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed.

(ARTICLE III.)

No soldier shall, in time of peace, be quartered in any house, without the consent of the owner, nor in time of war, but in a manner to be prescribed by law.

(ARTICLE IV.)

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrant shall issue but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized

(ARTICLE V.)

No person shall be held to answer for a capital or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the militia, when in actual service in time of war or public danger; nor shall any person be subject for the same offence to be twice put in jeopardy of life and limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use without just compensation.

(ARTICLE VI.)

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the assistance of counsel for his defence.

(ARTICLE VII.)

In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserv-

ed, and no fact tried by a jury shall be otherwise re-examined in any court of the United States, than according to the rules of the common law.

(ARTICLE VIII.)

Excessive bail shall not be required, nor excessive fines imposed nor cruel and unusual punishments inflicted

(ARTICLE IX.)

The enumeration in the Constitution of certain rights, shall not be construed to deny or disparage others retained by the people,

(ARTICLE X.)

The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

(ARTICLE XI.)

The judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by citizens of another State, or by citizens or subjects of any foreign State.

(ARTICLE XII.)

The Electors shall meet in their respective States, and vote by ballot for President and Vice-President, one of whom, at least, shall not be an inhabitant of the same State with themselves; they shall name in their ballot the person voted for as President, and in distinct ballots the person voted for as Vice-President, and they shall make distinct lists of all persons voted for as President, and of all persons voted for as Vice-President, and of the number of votes for each, which lists they shall sign and certify, and transmit sealed to the seat of government of the United States, directed to the President of the Senate. The President of the Senate shall, in presence of the Senate and the House of Representatives, open all the certificates, and the votes shall then be counted. The person having the greatest number of votes for President, shall be the President, if such number be a majority of the whole number of Electors appointed; and if no person have such majority, then from the persons having the highest numbers, not exceeding three, on the list of those voted for as President, the House of Representatives shall choose immediately, by ballot, the President. But in choosing a President, the votes shall be taken by States, the representation from each State having one; a quorum for this purpose shall consist of a member or members from two thirds of the States, and a majority of all the States shall be necessary to a choice. And if the House of Representatives shall not choose a President whenever the right of choice shall devolve upon them

before the fourth day of March next following, then the Vice-President shall act as President, as in the case of the death or other constitutional disability of the President. The person having the greatest number of votes as Vice-President, shall be Vice-President, if such number be a majority of the whole number of Electors appointed; and if no person have a majority, then, from the two highest numbers on the list, the Senate shall choose the Vice-President; a quorum for the purpose shall consist of two-thirds of the whole number of Senators, and a majority of the whole number shall be necessary to a choice But no person, constitutionally ineligible to the office of President, shall be eligible to the office of Vice-President of the United States.

(ARTICLE XIII.)

SEC. 1.—Neither slavery nor involuntary servitude, except as punishment for crime, whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction.

SEC. 2.—Congress shall have power to enforce this article by appropriate legislation.

THE Constitution was adopted on the 17th September, 1787, by the Convention appointed in pursuance of the Resolution of the Congress of the Confederation of the 21st February, 1787, and ratified by the Conventions of the several States, as follows:

By Convention of		Delaware	7th December, 1787.
"	"	Pennsylvania	12th December, 1787.
"	"	New-Jersey	18th December, 1787.
"	"	Georgia	2d January, 1788.
"	"	Connecticut	9th January, 1788.
"	"	Massachusetts	6th February, 1788.
"	"	Maryland	28th April, 1788.
"	"	South Carolina	23d May, 1788.
"	"	New-Hampshire	21st June, 1788.
"	"	Virginia	26th June, 1788.
"	"	New-York	26th July, 1788.
"	"	North Carolina	21st November, 1789.
"	"	Rhode Island	29th May, 1790.

The first ten of the Amendments were proposed on the 25th September, 1789, and ratified by the constitutional number of States, on the 15th December, 1791; the eleventh, on the 8th January, 1798; the twelfth, on the 25th September, 1804, and the thirteenth, on the 28th of March, 1864.

THE GREAT SEAL OF THE UNITED STATES

Is one of peculiar interest, and therefore we feel warranted in giving more details of its design and history than can be allotted to the Seals of the several States. Soon after the declaration of independence, Benjamin Franklin, John Adams, and Thomas Jefferson were appointed a committee to prepare a great seal for the infant republic; and they employed a French West Indian, named Du Simitiere, not only to furnish designs, but also to sketch such devices as were suggested by themselves. In one of his designs, the artist displayed on a shield the armorial ensigns of the several nations from whence America had been peopled—embracing those of England, Scotland, Ireland, France, Germany, and Holland. On one side was placed Liberty with her cap, and on the other was a rifleman in uniform, with his rifle in one hand and a tomahawk in the other—the dress and weapons being peculiar to America.

Franklin proposed, for the device, Moses lifting his wand, and dividing the Red Sea, and Pharaoh and his hosts overwhelmed with the waters. For a motto, the words of Cromwell, "Rebellion to tyrants is obedience to God."

Adams proposed the Choice of Hercules; the hero resting on a club, Virtue pointing to her rugged mountain on one hand, and persuading him to ascend; and Sloth, glancing at her flowery paths of pleasure, wantonly reclining on the ground, displaying the charms, both of her eloquence and person, to seduce him into vice.

Jefferson proposed the Children of Israel in the Wilderness, led by a cloud by day and a pillar of fire by night; and, on the reverse, Hengist and Horsa, the Saxon chiefs, from whom we claim the honor of being

descended, and whose political principles and form of government we have assumed.

Franklin and Adams then requested Jefferson to combine their ideas in a compact description of the proposed great seal, which he did, and that paper, in his handwriting, is now in the office of the Secretary of State at Washington. This design consisted of a shield with six quarterings, *parti* one, *coupi* two, in heraldic phrase. The first gold, and an enameled rose, red and white, for England; the second white, with a thistle, in its proper colors, for Scotland; the third green, with a harp of gold, for Ireland; the fourth blue, with a golden lily-flower, for France; the fifth gold, with the imperial black eagle, for Germany; and the sixth gold, with the Belgic crowned red lion, for Holland. These denoted the countries from which America had been peopled. He proposed to place the shield within a red border, on which there should be thirteen white escutcheons, linked together by a gold chain, each bearing appropriate initials, in black, of the confederated States. Supporters, the Goddess of Liberty on the right side, in a corslet of armor, in allusion to the then state of war, and holding the spear and cap in her right hand, while her left supported the shield. On the left, the Goddess of Justice, leaning on a sword in her right hand, and in her left a balance. The crest, the eye of Providence in a radiant triangle, whose glory should extend over the shield and beyond the figures. Motto: *E Pluribus Unum*—"Many in one." Around the whole, "SEAL OF THE UNITED STATES OF AMERICA, MDCCLXXVI." For the reverse, he proposed the device of Pharoah sitting in an open chariot, a crown on his head and a sword in his hand, passing through the divided waters of the Red Sea in pursuit of the Israelites. Rays from a pillar of fire in a cloud, expressive of the Divine presence and command, beaming on Moses, who stands on the shore, and, extending his hand over the sea, causes it to overwhelm Pharoah and his followers. Motto: "Rebellion to tyrants is obedience to God."

Jefferson's device was highly approved by his coadjutors, and the committee reported on the 10th of August, 1776; but, for some unaccountable reason, their report was neglected, not having been even placed on record; and the affair was allowed to slumber until the 24th of March, 1779, when Messrs. Lovell, of Massachusetts, Scott, of Virginia, and Houstoun, of Georgia, were appointed a committee to make another device.

On the 10th of May following they reported in favor of a seal four inches in diameter, one side of which should be composed of a shield with thirteen diagonal stripes, alternate red and white. Supporters, a warrior, holding a sword, on one side, and on the other the figure of Peace, bearing an olive branch. The crest, a radiant constellation of thirteen stars. Motto: *Bello vel Pace*—"For War or Peace," and the legend, "Seal of the United States," On the reverse, the figure of Liberty, seated in a chair, holding the staff and cap. Motto: *Semper*—"Forever"—and underneath, MDCCLXXVI. This report was re-committed, and again submitted with some slight modifications (substituting the figure of an Indian with bow and arrows in his right hand for that of a warrior) just a year afterward; but it was not accepted, and the matter rested until April, 1782, when Henry Middleton, Elias Boudinot

and Edward Rutledge were appointed a third committee to prepare a seal. They reported on the 9th of May following, substantially the same as the committee of 1779 and 1780; but, this not being satisfactory to Congress, on the 13th of June the whole matter was referred to Charles Thomson, its secretary.

He in turn procured several devices, among which was one by William Barton, of Philadelphia, consisting of an escutcheon, with a blue border, spangled with thirteen stars, and divided in the centre, perpendicularly, by a gold bar. On each side of this division, within the blue border, thirteen bars or stripes, alternate red and white, like the American flag adopted on the 14th of June, 1777. Over the gold bar an eye surrounded with a glory, and in the gold bar a Doric column resting on the base of the escutcheon, having a displayed eagle on its summit. The crest, a helmet of burnished gold, damasked, grated with six bars, and surmounted by a red cap of dignity, such as dukes wear, with a black lining, and a cock armed with gaffs. Supporters, on one side the Genius of America, with loose Auburn tresses, having on her head a radiant crown of gold, encircled with a sky-blue fillet, spangled with silver stars, and clothed in a long, loose, white garment, bordered with green. From the right shoulder to the left side, a blue scarf with stars, the cinctures being the same as in the border. Around her waist a purple girdle, fringed with gold, and the word VIRTUE embroidered in white. Her interior hand rested on the escutcheon, and the other held the American standard, on the top of which a white dove was perched. The supporter on the other side was a man in complete armor; his sword-belt blue, fringed with gold; his helmet encircled with a wreath of laurel, and crested with one white and two blue plumes; his left hand supporting the escutcheon, and his right holding a lance with a bloody point. Upon an unfurled green banner was a golden harp with silver strings, a brilliant star, and two lily-flowers, with two crossed swords below. The two figures stood upon a scroll, on which was the motto *Deo Favente*—"With God's Favor"—in allusion to the eye of Providence in the arms. On the crest, in a scroll, was the motto *Virtus sola Invicta*—"Virtue alone is Invincible."

After vainly striving to perfect a seal which should meet the approval of Congress, Thomson finally received from John Adams, then in London, an exceedingly simple and appropriate device, suggested by Sir John Prestwich, a baronet of the West of England, who was a warm friend of America, and an accomplished antiquarian. It consisted of an escutcheon bearing thirteen perpendicular stripes, white and red, with the chief blue, and spangled with thirteen stars; and, to give it greater consequence, he proposed to place it on the breast of an American eagle, displayed, without supporters, as emblematic of self-reliance. It met with general approbation, in and out of Congress, and was adopted in June, 1782: so it is manifest, although the fact is not extensively known, that we are indebted for our national arms to a titled aristocrat of the country with which we were then at war. Eschewing all heraldic technicalities, it may be thus described in plain English: Thirteen perpendicular pieces, white and red; a blue field; the escutcheon on the breast of the American eagle displayed, proper, holding in his right talon an olive-branch, and in his left a bundle of thirteen arrows, all

proper, and in his beak a scroll, inscribed with the motto *E Pluribus Unum*. For the crest, over the head of the eagle, which appears above the escutcheon, a golden glory breaking through a cloud, proper, and surrounding thirteen stars, forming a constellation of white stars on a blue field.

Reverse. — A pyramid unfinished. In the zenith, an eye in a triangle, surrounded with a glory, proper. Over the eye, the words *Annuit Cœptis*— "God has favored the undertaking." On the base of the pyramid, are the numeral Roman letters MDCCLXXVI.; and underneath the motto, *Novus Ordo Seclorum*— "A new Series of Ages"—denoting that a new order of things had commenced in the Western hemisphere. Thus, after many fruitless efforts, for nearly six years, a very simple seal was adopted, and yet remains the arms of the United States.

SEALS OF THE SEVERAL STATES,

ARRANGED IN CHRONOLOGICAL ORDER.

VIRGINIA.

SETTLED BY THE ENGLISH, 1607.

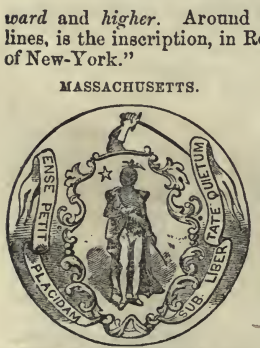
On a white or silver field the Goddess of Virtue, the genius of the commonwealth, is represented, dressed like an Amazon resting on a spear with one hand, and holding a sword in the other. She is in the act of trampling on Tyranny, represented by a man prostrate, a crown fallen from his head, a broken chain in his left hand, and a scourge in his right. On label above the figure is the word "Virginia;" and beneath them is the motto, *Sic semper tyrannis*—"Thus we serve tyrants."

NEW-YORK.

SETTLED BY THE DUTCH, 1684.

A shield, or escutcheon, on which is represented the rising sun, with a range of hills and water in the foreground. Above the shield, for the crest, is a wreath surmounted by a half globe, on which rests a startled eagle, with wings outstretched. For the supporters of the shield, on the right is represented the figure of Justice, with the sword in one hand and the scales in the other; and on the left the Goddess of Liberty, with the wand and cap in her left hand, and the olive branch of peace in her right. Below the shield is the motto, *Excelsior*—"More elevated"—denoting that the course of the State is *onward* and *higher*. Around the border of the seal, between two plain lines, is the inscription, in Roman capitals, "The Great Seal of the State of New-York."

MASSACHUSETTS.



SETTLED BY THE PURITANS, 1620.

On the blue ground of an irregularly-formed shield an Indian is represented, dressed with belted hunting-shirt and moccassins. In his right hand is a golden bow, and in his left an arrow with the point downward. A silver star on the right denotes one of the United States of America. A wreath forms the crest of the escutcheon, from which extends a right arm, clothed and ruffed, the hand grasping a broad-sword, the pommel and hilt of which are of gold. Around the escutcheon, on a waving band or label, are the words, *Ense petit placidam sub libertate quietem*—"By the sword she seeks peace under liberty."

NEW-HAMPSHIRE.

SETTLED BY THE PURITANS, 1623.

A circular field, surrounded by a laurel wreath, encompassed by the words, in Roman capitals, "*Sigillum Reipublicæ Neo Hantoniensis:*" "The Seal of the State of New-Hampshire," with the date, 1784, indicating the time of the adoption of the State Constitution. Land and water are represented in the foreground, with the trunk of a tree on which the hardy woodman is yet engaged, embracing a scene of busy life, significant of the industrious habits of the people; and a ship on the stocks, just ready for launching, with the American banner displayed, is figurative of readiness to embark on the sea of political existence. The sun, just emerging above the horizon, symbolizes the rising destiny of the State.

NEW-JERSEY.

SETTLED BY THE DUTCH, 1624.

A white shield, or escutcheon, bearing three ploughs, indicating that the chief reliance of the people is upon agriculture. The crest is a horse's head, supported by a full-face, six-barred helmet, resting on a vase—the latter resting on the top of the escutcheon. The supporters are the Goddess of Liberty on the right, with her wand and cap, her left arm resting on the escutcheon; and Ceres on the left, her right hand resting on the escutcheon and her left supporting a cornucopia, filled with fruits and flowers. Around the border of the sea are the words, in Roman capitals, "The Great Seal of the State of New Jersey," and at the base the date of its adoption, in numeral letters, MDCCLXXVI., (1776.)

DELAWARE.

SETTLED BY SWEDES AND DANES, 1627.

An azure shield, or escutcheon, divided into two equal parts by a white band or girdle. A cow is represented in the lower part of the shield, and in the upper part are two symbols, designed probably to represent the agricultural productions of the State—grain and tobacco. The crest (a wreath) supports a ship under full sail, displaying the American banner. On a white field around the escutcheon were formerly wreaths of flowers, branches of the olive, and other symbols, but these have been displaced for two figures, representing a mariner and a hunter. At the bottom of the seal, in numeral letters, is the date of its adoption, MDCCXCIII. (1793), and around the border, in Roman capitals, are the words "Great Seal of the State of Delaware."

MARYLAND.

SETTLED BY THE IRISH CATHOLICS, 1635.

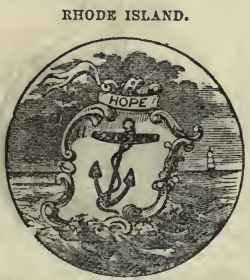
On a white or silver field the figure of Justice is seen prominent in the centre of the foreground, grasping an olive branch, and a sword in her right hand, while her left is elevating her well-ballanced scales above her head. At her feet is a laurel wreath, the fasces and a cornu copia, with an uninscribed white label waving loosely from their midst. In the distance, on the right, is a view of the ocean, with a ship under full sail in the perspective, bounded by a clear horizon. On the left are some hogsheads of tobacco, symbolical of the principal products, and a ship with its sails partly unfurled, indicative of commercial enterprise.

CONNECTICUT.

SETTLED BY THE PURITANS, 1635.

The original seal is of an oval form, without any ornamental devices, and on the field are delineated three grape-vines, each winding around and sustained by an upright support, the whole representing the three settlements (Hartford, Windsor, and Wethersfield) which formed the early colony. On a label waving around the lower vine is the motto *Qui Transtulit Sustinet*—"He who planteth still sustains." Around the margin of the field are the words, "*Sigillum Reipublicæ Connecticutensis*:" "The Seal of the State of Connecticut." [The Colonial seal had fifteen grape-vines, with a hand protruding from the clouds on the right above them, grasping the label and motto, which was waving in the air; but that seal has been broken, and the present seal used in its stead.]

RHODE ISLAND.



SETTLED BY ROGER WILLIAMS, 1636.

A white or silver shield, on which is an anchor with two flukes, and a cable attached. Above the shield, in Roman capitals, is the word HOPE, and from each upper corner of the shield is suspended an unlettered label. The device symbolizes those principles of civil and religious liberty which led to the founding of this colony, and in which the faith of the citizens of the State is still deeply *anchored*. The motto, HOPE, above the shield, directs the mind to the uncertain future, anticipating the growing prosperity of the State, and the perpetuity of its free institutions; while the unlettered label denotes that events are still progressing in the march of Time, and await the completion of History, before the destiny of the State shall be recorded thereon.

NORTH CAROLINA.

SETTLED BY THE ENGLISH, 1650.

In the original seal, which differs somewhat from the margin, on a white or silver field are represented the Goddess of Liberty on the right, and Ceres, the Goddess of corn and of harvests, on the left. In the right hand of the former is a scroll, representing the Declaration of Independence, and the left supports her wand, surmounted by the cap of liberty. Ceres has in her right hand three heads or ears of wheat, and in her left the cornucopia or horn of plenty, filled with the products of the earth. In the background is a marine view, indicative of the commercial resources of the State. Around the outer circle, starting from a star on the top, are the words, in Roman capitals, "Great Seal of the State of North Carolina."

SOUTH CAROLINA.

SETTLED BY THE HUGUENOTS, 1670.

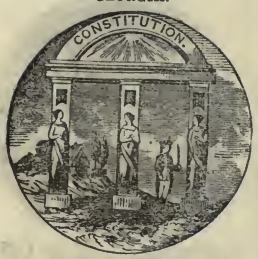
In the centre of the white or silver field is the device of a palmetto-tree (a species of the date), with its topmost branches denoting a vigorous growth, emblematical of the prosperous progress of the State. Near the base of the tree are two cross-pieces; composed of bundles of spears, at the crossing of which is attached a scroll or label, with the motto, *Animis opibusque parati*—"Ready [to defend it] with our lives and property," which motto, by the way, is more generally put around the lower half of the outer circle, with the words "South Carolina" occupying the upper half, preceded by a single star.

PENNSYLVANIA.

SETTLED BY WILLIAM PENN, 1682.

On a white field is an escutcheon parted by a yellow or golden band or girdle, on which is represented a plough in its natural color. In the upper part of the shield, a ship under full sail is gliding smoothly over the waves of the sea, which are surmounted by an azure sky. At the lower part, on a green ground, are three golden sheaves of wheat, denoting that agriculture as well as commerce, is one of the primary reliances of the State. On the right of the shield is a stalk of maize, and on the left an olive branch. For the crest, on a wreath of olive flowers, is perched a bald eagle, with wings extended, holding in its beak a label, with the motto, "Virtue, Liberty, and Independence." Around the margin of the seal are the words, "Seal of the State of Pennsylvania."

GEORGIA.



SETTLED BY THE ENGLISH, 1733.

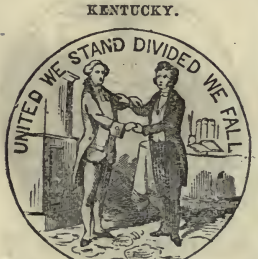
In the centre of a circular white or silver field are three pillars, supporting an arch, around which are emblazoned the word "Constitution." The pillars are symbolical of the three departments of the State government—the Legislative, the Judiciary, and the Executive; and on the one at the right, representing the Legislative, is the word "Wisdom;" on the second, representing the Judiciary, is the word "Justice;" and on the third, representing the Executive, is the word "Moderation." Near the right pillar is the figure of an officer with a drawn sword, denoting that the aid of the military is always ready to enforce respect and obedience to law. Around the margin of the circle are the words, "State of Georgia. 1799."

VERMONT.

ADMITTED INTO THE UNION, 1791.

A circular field, in the middle of which is a tall evergreen with fourteen branches —thirteen representing the original States, and the fourteenth or topmost the State of Vermont, supported by the others. Beneath a cloudless firmament, the Green Mountains are seen towering in the distance, and in the foreground are sheaves of wheat and a cow, indicative of an agricultural and grazing country, affording the true sources of thrift and independence for an industrious population. The Green Mountains have ever been considered characteristic of the hardy race which inhabits that region. Around the margin of the field, in Roman capitals, the word "Vermont" occupies the upper half-circle, and the words "Freedom and Unity" occupy the lower half.

KENTUCKY.



ADMITTED INTO THE UNION, 1792.

Although the seal of this State is apparently and really among the most simple in its design, yet it embodies a significance which should commend itself to the serious consideration of all who are disposed to place a slight value upon the union of the States. In the centre of a circular white or silver field, two friends are seen grasping one hand of each other in a firm and cordial embrace, while the other is extended to each other's back, significant of encouragement and support. Below them is the expressive motto, "United we stand; divided we fall." An ornamented double circle encompasses the whole, with the words "Seal of Kentucky" between the lines of the upper half-circle.

TENNESSEE.

ADMITTED INTO THE UNION, 1796.

A white or silver circular field, the upper half of which is occupied on the right by a plough, in the centre by a sheaf of wheat, and on the left by a stalk of cotton. Underneath these emblems, extending across the entire middle of the field, is the word "Agriculture," denoting that the first reliance of the State should be upon the productions of the soil. The lower half is occupied by a loaded barge, with the word "Commerce" below the water, indicating that the prosperity of all may be promoted through this means. Over the sheaf of wheat are the numeral letters XVI., denoting that this was the sixeeenth State admitted into the Union. Around the border are the words, "The Great Seal of the State of Tennesee," with the date, 1796.

OHIO.

ADMITTED INTO THE UNION, 1802

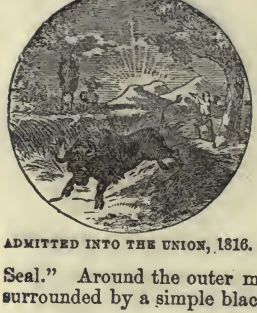
In a circular field are several devices, significant of the general surface, business, and prospects of the State. The central portion represents a cultivated country, with the emblem of agriculture (a wheat-sheaf) on the right, and on the left a bundle of seventeen arrows, indicating the number of States then constituting the Union. In the distance is a range of mountains, the base skirted by a tract of woodland. The rising sun, which is just becoming visible above the mountains, betokens the rising glory of the State. The foreground is an expanse of water, with a keel-boat on its surface, indicative of inland trade. Below is the motto, "Imperium in imperio."

LOUISIANA.

ADMITTED INTO THE UNION, 1812.

On a white or silver circular field is represented a pelican, standing by her nest filled with young ones. in the attitude of "protection and defence," and in the act of feeding them—all sharing alike her maternal assiduity. The mother-bird symbolizes the general government of the Union; while the birds in the nest represent the several States. Above are the scales of Justice, which, taken in connection with the emblems beneath, signify that "equal and exact justice" must be extended to all the members of the confederacy. The semi-circle of eighteen stars indicates the number of States at the time of admission. In the upper portion of the external circle are the words, "State of Louisiana," and in the lower the words, "Union and Confidence"

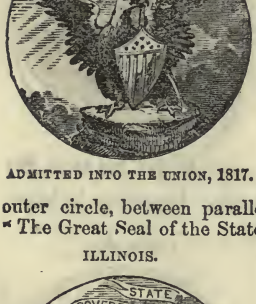
INDIANA.



ADMITTED INTO THE UNION, 1816.

In the lower portion of a circular field is represented a scene of prairie and woodland, with the surface gently undulating —descriptive of the predominant features of the State. In the foreground is a buffalo, an animal once abounding in great numbers in this region, apparently startled by the axe of the woodman or pioneer, who is seen on the left, felling the trees of the forest, denoting the march of civilization westward. In the distance, on the right, is seen the sun, just appearing above the verge of the horizon. In a half-circle, spanning the expressive scene beneath, are the words "Indiana State Seal." Around the outer margin of the whole is a plain green border, surrounded by a simple black line.

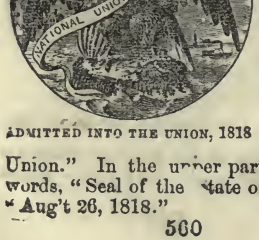
MISSISSIPPI.



ADMITTED INTO THE UNION, 1817.

In the centre of a white or silver circular field is the American eagle, with wide-spread wings, occupying the entire surface; which may be considered as denoting that all the people of the State, from whatever clime or country they may have come, are purely American in feeling, and are content to repose their trust under the broad wings of the "bird of liberty." In the right talon of the eagle is a bundle of four arrows, significant of power to sustain the principles of government, and to repel the assaults of an enemy; while an olive branch in the left betokens a disposition to maintain peace. Around the outer circle, between parallel lines, are the words, in Roman capitals, "The Great Seal of the State of Mississippi."

ILLINOIS.



ADMITTED INTO THE UNION, 1818

In the centre of a white or silver escutcheon is a representation of the American eagle, its wings spread so as to touch the inner margin of the shield. In its right talon is the emblem of peace, an olive branch; while three arrows are grasped in the left, denoting its readiness to sustain the three great branches of government. On its breast is an escutcheon, the lower half of which is represented of a red color, and the upper half blue, the latter bearing three white or silver stars. From its beak extends a label, waving in the air above it, with the inscription "State Sovereignty: National Union." In the upper part of a circle enclosing the shield are the words, "Seal of the State of Illinois," and in the lower part the date "Aug't 26, 1818."

ALABAMA.

ADMITTED INTO THE UNION, 1819

Nearly the entire of a circular field is occupied with the representation of a map, embracing the names and localities of the principal rivers and towns, as they existed at the time when the territorial government was established, 1817. A portion of East Florida, embracing the line of surface as far as Pensacola, is included in the map, as also a small portion of Tennessee, sufficient to show the boundaries on either side. Around the circle, between two parallel lines, are the words, in Roman capitals, "Alabama. Executive office."

MAINE.

ADMITTED INTO THE UNION, 1820.

A white or silver shield, on which is represented a pine-tree, with a moose-deer recumbent at its base—emblematical of the valuable timber of the State, and of the security and repose enjoyed by the animals which range its immense forests. The "supporters" are a mariner resting on his anchor, and a husbandman with his scythe—denoting that commerce and agriculture are each primary resources of the State. Above the shield is the North Star, beneath which is the motto, *Dirigo*—"I direct;" and under the shield is the name of the State, in Roman capitals; while sea and land compose the foreground. On the left, the tall masts of a ship are perceptible in the distance, the sails spread, denoting a readiness for commercial enterprise

MISSOURI.

ADMITTED INTO THE UNION, 1821.

On a circular shield, equally divided by a perpendicular line, is a red field on the right side, in which is the white or grizzly bear of Missouri. Above, separated by a wavy or curved line, is a white or silver crescent, in an azure field. On the left, on a white field, are the arms of the United States. A band surrounds the escutcheon, on which are the words, "United we stand, divided we fall." For the crest, over a yellow or golden helmet, full faced and grated with six bars, is a silver star; and above it, a constellation of twenty-three smaller stars. The supporters are two grizzly bears, standing on a scroll inscribed, *Salus populi suprema lex esto*—"The public safety is the supreme law." Underneath are the numerals MDCCCXX., and around the circle the words, "The Great Seal of the State of Missouri."

ARKANSAS.

ADMITTED INTO THE UNION, 1836.

Occupying the lower part of a circle is a shield, near the base of which is a white star on a blue field, representing the State. In the middle portion is a bee-hive, signifying industry, and a plough, denoting agriculture; while a steamboat, emblematic of commerce, fills the upper part. For the crest, the goddess of liberty is represented with her wand and cap in one hand, and a wreath of laurel in the other, surrounded by a constellation of stars, indicating the States. The supporters two eagles, one grasping a bundle of arrows, and the other an olive branch; a label extending from the claw of each, with the motto *Regnant Populi*—"The People rule." On either side of the base is a cornucopia, and around the circle which encloses the the whole are the words, "Seal of the State of Arkansas."

MICHIGAN.

ADMITTED INTO THE UNION, 1837.

On an escutcheon in the centre of a white field is the representation of a peninsula extending into a lake, a man with his gun, and the rising sun. On the upper part is the word *Tuebor*—"I will defend it;" and on a label extending across the lower part is the motto, *Si quæris peninsulam amœnam circumspice*—"If you seek a delightful country (peninsula), behold it." The supporters are a common deer on the right, and a moose on the left, both abounding in the forests of Michigan. For the crest, is the American eagle; above which, on a label waving above all, is the motto, *E Pluribus Unum*. Around the outer circle, between two parallel lines, are the words, "The Great Seal of the State of Michigan, A. D. MDCCCXXXVII."

FLORIDA.

ADMITTED INTO THE UNION, 1845.

The seal which was originally used for the territory of Florida, although not formally adopted as that of the State, has been continued ever since, and of course retains all its legal force. In the centre of a circular white or silver field is represented the American eagle, "the bird of liberty," grasping the emblem of peace, an olive branch, in its left talon; and in its right a bundle of three arrows, significant of the three principal reliances of good government—the executive, the legislative, and the judicial. Above are arranged in a semi-circle thirteen stars, emblematic of the thirteen original states, and below, the ground is represented as covered with the prickly pear, a fruit common to the country, and for which an appropriate motto would be, "Let us live."

TEXAS.

ADMITTED INTO THE UNION, 1845

Texas is the only State which enjoyed a literally independent or isolated existence previous to its admission into the Union. During its struggle with Mexico, it adopted as an official seal a white or silver star of five points on an azure field, encircled by branches of the live oak and olive. Around the outer circle were the words, "Republic of Texas" in Roman capital letters. With the exception of the words around the margin, which is now blank, except the word "Texas" in the upper half-circle, the former seal has been adopted since by the State. The live oak (*quercus virens*), which abounds in the forests of Texas, is a strong and durable timber, much used in ship-building, and forming an important article of export.

IOWA.

ADMITTED INTO THE UNION, 1846.

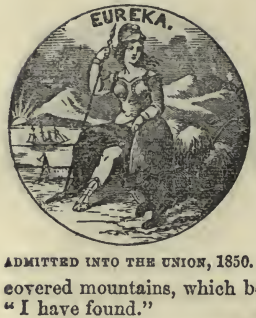
The new seal of Iowa has in the foreground a citizen upholding with one hand the national flag with the cap of liberty at the top of the staff, while he holds in the other hand his trusty rifle. Behind him, and at his right side, are the implements of agriculture, the plough, the cradle, etc. In the middle ground are a sheaf of wheat, with the broad wheatfield extending far to the rear, and on the left is a pile of timber, indicative of the forest wealth of the State, and a plain but commodious dwelling showing the recency of its settlement. In the background, beyond the wide prairie, a large steamboat is plying upon the river. The legend extending above and around the whole is "Our Liberties we prize, and our Rights we will maintain."

WISCONSIN.

ADMITTED INTO THE UNION, 1847

A large portion of the field is occupied by land and water scenery, denoting the agricultural, commercial, and mining interests of the State. In the foreground is a man ploughing with a span of horses; in the middle is a pile of lead in bars, a barrel, a rake, a sheaf of wheat, an anchor, and a cornucopia. Lakes Michigan and Superior are represented, with a sloop on the former, and a steamboat on the latter, towards which an Indian on the shore is pointing. In the distance is a level prairie, skirted by a range of woodland—a light-house and school-house on the left, and the State-house in the centre. In a semi-circle above are the words, *Civilitas successit Barbarum*—"Civilization has succeeded Barbarism." At the bottom is the date when a territorial government was formed, "Fourth of July, 1836;" and around the whole are the words "The Great Seal of the Territory of Wisconsin which has not yet been changed.

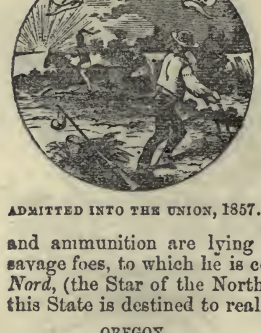
CALIFORNIA.



ADMITTED INTO THE UNION, 1850.

In the foreground on the left, Minerva is seated on a rock, near the bank of an extensive bay or river, which winds its course among the majestic mountains on either side. Her spear is grasped in the right hand, while the left rests on the top of her shield by her side, near which is a grizzly bear, significant of the envy region round about. On the right is a hardy miner with his pick, seeking the golden treasures secreted among the rocks. Along the centre is seen a majestic bay, with two clippers in full view, indicating that commerce is one of the chief reliances of the people Above the snow-covered mountains, which bound the view, is the Greek word *Eureka*—"I have found."

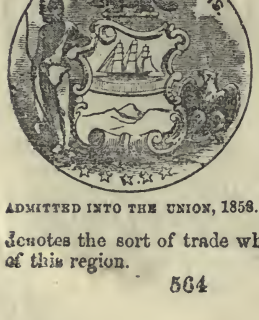
MINNESOTA.



ADMITTED INTO THE UNION, 1857.

The seal of this State represents the peculiar circumstances under which it was originally settled, when the white man first undertook to convert its comparative deserts into productive agricultural fields. In the distance, an Indian is seen mounted on a swift steed, retreating from the haunts where he had long been accustomed to enjoy unmolested the sports of the chase, and to roam uninterruptedly amidst his native forests. In the foreground is seen the new settler, preparing for his future subsistence by turning up the furrow, preparatory to sowing seed for the harvest. His gun and ammunition are lying behind him, ready to repel the assaults of savage foes, to which he is constantly exposed. The motto, *L'Etoile du Nord*, (the Star of the North,) is expressive of the bright future which this State is destined to realize.

OREGON.



ADMITTED INTO THE UNION, 1858.

The emblems on the shield in the centre of the circular ground, are indicative of the advantages to be derived from a wild and mountainous country, through the medium of commerce, which are symbolized by the range of mountains depicted in the lower, and by the ship occupying the upper portion of the escutcheon. The right supporter is a representative of that unfortunate race who once entirely possessed the country, but who have been compelled to yield their heritage in part to the power of that enterprising people whose emblem is the eagle, here used as the left supporter. The crest, a beaver, denotes the sort of trade which formerly distinguished the inhabitants of this region.

Admitted into the Union 1861.

In the background the Rocky Mountains with the sun setting beyond them and a single bright star above. Nearer, forests along the banks of the Missouri, on which a large steamer is plowing its way. Still nearer, a vast plain on which a party of hunters are pursuing the buffalo. Toward the foreground a log-cabin and a train of emigrant wagons, and in the immediate foreground a farmer plowing with a two-horse team. The motto is *Ad Astra per Aspera*, Through rough ways to the Stars.

UTAH.

The simple device adopted for this territory is sufficiently expressive, and requires no lengthened explanation of what it is intended to symbolize. The beehive, in all ages, has been regarded as the emblem of industry, and the position in which it is here represented, as resting on a substantial foundation, implies that it is the certain harbinger of success in every important undertaking. The representations of vegetation in the background, imply that these productions of the soil are to be obtained by well-applied skill and industry, and upon these are the people to rely for a prosperous future. Perhaps, if we take into consideration the social condition of the original settlers of this territory, the bee-hive may be regarded as significant of the unity of interests at that time predominant. The dates at the top and bottom indicate the first formation of a territorial government.

NEBRASKA

This seal displays the characteristics of the settlers who have adopted this territory as their future home. Representatives of the two principal classes of people (agricultural and mechanical) are seen in the act of upholding the Constitution, over which the American flag is gathered, in token of its care and protection. The steamboat, seen in the distance on the right, indicates that the State possesses many resources for extensive commerce, which may be materially aided by railroads and other internal improvements, which are shadowed out on the left. The plow and the anvil are emblems of the immense agricultural and mineral advantages which abound in every direction, and whose development is certain to secure for this territory an eminent degree of wealth and prosperity. The motto, "Popular Sovereignty," expresses the will of the people to govern themselves, and is only the embodiment of a sentiment almost universally prevalent.

WEST VIRGINIA.

Admitted to the Union June 20, 863.

The seal of West Virginia has in the foreground two muskets crossed, with the cap of liberty lying upon them at the point of crossing. In the centre is a shield bearing the inscription June 20, 1863 (the date of the admission of the State). The shield is supported on the right, by a miner with his pick on his shoulder indicative of the mineral wealth of the State, and on the left by an agriculturist, who is a woodsman as well; he has his axe resting on one arm, while the other hand grasps the plow. A stalk of maize, and a grape-vine, indicate the staple productions of the State, and on the right a blacksmith's anvil and hammer, and some hogsheads and bales, show its devotion to the mechanic arts and to commerce. A circlet surrounding the seal bears the legend, "STATE OF WEST VIRGINIA," and between two stars is the motto, *Montani semper liberi*, Mountaineers are always freemen.

NEW MEXICO.

A circle set in a square block. In the circlet a mythological salamander surrounded with rays and flames; to which the eagle, with the arrows or darts in his claw, is offering a serpent which he holds firmly in his beak. Below on a ribbon the number MDCCCL.

Above the shield the Masonic symbol of the eye in a triangle surrounded by rays. Below this, and couchant, the lictor's axe, the handle surrounded by fasces or rods bound around it,—an old Roman symbol. On the upper part of this shield mountains are represented; below, and on a dotted ground, the pick-axe and mallet crossed. The motto on a ribbon surrounding the lower portion of the shield is *Nil Sine Numine*, "Nothing without Divine aid."

National Securities.

1. The "*Seven-thirties*" represent a Currency Loan having three years to run, and then convertible into a gold interest 6 per cent. stock having twenty years to run, but with the right reserved to the government of paying off the loan, in gold, at any time after five years. The term "*Seven-thirties*" is derived from the rate of interest which these three-years convertible notes bear, to wit: two cents per day on each $100, or for 365 days, seven dollars and thirty cents on each $100.

2. The term "*Five-twenties*" is applied to the 6 per cent. gold bearing bonds of the United States, to which twenty years half-yearly coupons are attached, but which may be paid off, in gold, by the government, on due notice to the holders, at any time after five years.

3. The term "*Ten-forties*" is applied to the 5 per cent. gold-bearing bonds of the United States, to which half-yearly coupons are attached for forty years, but which may be paid off in gold on notice to the holders, at any time after ten years.

4. The long or unconditional 6 per cent. gold-bearing loan, known as the 6 per cent. of 1881, can not be redeemed by the government at all, except by purchase.

Quick Method of Calculating Interest for Days.

Multiply the principal by the number of days and divide the product (if for 5 per cent.) by 7200; (if for 6 per cent.) by 6000; (if for 7 per cent.) by 5143; (if for 8 per cent.) by 4500; (if for 9 per cent.) by 4000; (if for 10 per cent.) by 3600.

Example.--What is the interest on $120 for 20 days at 10 per cent?

120·00 dollars,
Multiplied by 20 days.

Divided by 3600)2400·00(66·6 cents interest.

RECONSTRUCTION.

The only laws and measures bearing on this subject, which are appropriate for this work, or necessary to a clear understanding of the existing condition of affairs are the following:

I.—THE ORIGINAL RECONSTRUCTION ACT OF MARCH 2d, 1867. Being chapter CLIII. of the Acts of the XXXIX. Congress, entitled: *An Act to provide efficient government for the insurrectionary States.*

Whereas, No legal State governments or adequate protection for life or property now exist in the Rebel States of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Florida, Texas, and Arkansas; *and whereas*, it is necessary that peace and good order should be enforced in said States until loyal and republican State governments can be legally established; therefore

Be it enacted, &c., That said Rebel States shall be divided into military districts and made subject to the military authority of the United States, as hereinafter mentioned; and for that purpose Virginia shall constitute the First District, North Carolina and South Carolina the Second District, Georgia, Alabama, and Florida the Third District, Mississippi and Arkansas the Fourth District, and Louisiana and Texas the Fifth District.

SEC. 2. That it shall be the duty of the President to assign to the command of each of said districts an officer of the army not below the rank of Brigadier-General, and to detail a sufficient military force to enable such officer to perform his duties and enforce his authority within the district to which he is assigned.

SEC. 3. That it shall be the duty of each officer assigned as aforesaid to protect all persons in their rights of person and property, to suppress insurrection, disorder, and violence, and to punish or cause to be punished all disturbers of the public peace and criminals; and to this end he may allow local civil tribunals to take jurisdiction of and try offenders, or, when in his judgment it may be necessary for the trial of offenders, he shall have power to organize military committees or tribunals for that purpose; and all interference under color of State authority with the exercise of military authority under this act shall be null and void.

SEC. 4. That all persons put under military arrest by virtue of this act shall be tried without unnecessary delay, and no cruel or unusual punishment shall be inflicted, and no sentence of any military commission or tribunal hereby authorized affecting the life or liberty of any person shall be executed until it is approved by the

officer in command of the district; and the laws and regulations of the government of the army shall not be affected by this act, except in so far as they may conflict with its provisions. *Provided*, That no sentence of death under this act shall be carried into execution without the approval of the President.

SEC. 5. When the people of any one of said Rebel States shall have formed a constitution and government in conformity with the Constitution of the United States in all respects, framed by a convention of delegates elected by the male citizens of said State, 21 years old and upward, of whatever race, color, or previous condition, who have been resident in said State for one year previous to the day of such election, except such as may be disfranchised for participation in the Rebellion or for felony at common law, and when such constitution shall provide that the elective franchise shall be enjoyed by all such persons as have the qualifications herein stated for electors of delegates, and when such constitution shall be ratified by a majority of the persons voting on the question of ratification who are qualified as electors for delegates, and when such constitution shall have been submitted to Congress for examination and approval, and Congress shall have approved the same, and when said State by a vote of its Legislature elected under said constitution shall have adopted the amendment to the Constitution of the United States proposed by the XXXIXth Congress, and known as Article 14, and when said article shall have become part of the Constitution of the United States, said State shall be declared entitled to representation in Congress, and Senators and Representatives shall be admitted therefrom on their taking the oath prescribed by law, and then and thereafter the preceding sections of this act shall be inoperative in said State. *Provided*, That no person excluded from the privilege of holding office by said proposed amendment to the Constitution of the United States shall be eligible to election as a member of the convention to frame a constitution for any of said Rebel States nor shall any such person vote for members of such convention.

SEC. 6. Until the people of said Rebel States shall by law be admitted to representation to the Congress of the United States, all civil governments that may exist therein shall be deemed provisional only, and shall be in all respects subject to the paramount authority of the United States, at any time to abolish, modify, control, and supersede the same, and in all elections to any office under such provisional governments all persons shall be entitled to vote under the provisions of the fifth section of this act. And no person shall be eligible to any office under such provisional governments who would be disqualified from holding office under the provisions of the third article of said Constitutional Amendment. [This bill was passed over the President's veto, on March 2, 1867.]

II.—The 1st Supplemental Reconstruction Act,

Passed March 23, 1867, by the XL. Congress.

The following are the main provisions of this act:

Before Sept. 1, 1867, the commanding general in each district, defined by an act entitled "An act to provide for the more efficient government of the Rebel States," passed March 2, 1867, shall cause a registration to be made of the male citizens of the United States, 21 years of age and upwards, resident in each county or parish in the State or States included in his district, which registration shall include only those persons who are qualified to vote for delegates by the act aforesaid, and who shall have taken and subscribed the following oath or affirmation: "I ———, do solemnly swear (or affirm), in the presence of Almighty God, that I am a citizen of the State of ———; that I have resided in said State for ——— months next preceding this day, and now reside in the county of ——— or the parish of ———, in said State (as the case may be); that I am twenty-one years old; that I have not been disfranchised for participation in any rebellion or civil war against the United States, nor for felony committed against the laws of any State or of the United States; that I have never been a member of any State Legislature nor held any executive or judicial office in any State and afterward engaged in insurrection or rebellion against the United States, or given aid or comfort to the enemies thereof; that I have never taken an oath as a member of Congress of the United States, or as a member of any State legislature, or as an executive or judicial officer of any State, to support the Constitution of the United States, and afterwards engaged in insurrection or rebellion against the United States, or given aid or comfort to the enemies thereof; that I will faithfully support the Constitution and obey the laws of the United States, and will, to the best of my ability, encourage others to do so, so help me God;" which oath or affirmation may be administered by any registering officer.

Sec. 2. After the completion of the registration hereby provided for in any State, at such time and places therein as the commanding general shall appoint and direct, of which at least thirty days' public notice shall be given, an election shall be held of delegates to a convention for the purpose of establishing a constitution and civil government for such State loyal to the Union, said convention in each State, except Virginia, to consist of the same number of members as the most numerous branch of the State legislature of such State in the year 1860, to be apportioned among the several districts, counties, or parishes of such State by the commanding general, giving to each representation in the ratio of voters registered as aforesaid, as nearly as may be. The convention in Virginia shall consist of the same number of members as represented the territory now constituting Virginia in the most numerous branch

of the legislature of said State in the year 1860, to be apportioned as aforesaid.

SEC. 3. At said election the registered voters of each State shall vote for or against a convention to form a constitution therefor under this act. The person appointed to superintend said election, and to make return of the votes given thereat, as herein provided, shall count and make return of the votes given for and against a convention; and the commanding general to whom the same shall have been returned, shall ascertain and declare the total vote in each State for and against a convention. If a majority of the votes given on that question shall be for a convention, then such convention shall be held as hereinafter provided; but if a majority of said votes shall be against a convention, then no such convention shall be held under this act: *Provided*, that such convention shall not be held unless a majority of all such registered voters shall have voted on the question of holding such convention.

SEC. 4. The commanding general of each district shall appoint as many boards of registration as may be necessary, consisting of three loyal officers or persons, to make and complete the registration, superintend the election, and make return to him of the votes, lists of voters, and of the persons elected as delegates by a plurality of the votes cast at said election; and upon receiving said returns he shall open the same, ascertain the persons elected as delegates according to the returns of the officers who conducted said election, and make proclamation thereof; and if a majority of the votes given on that question shall be for a convention, the commanding general, within sixty days from the date of election, shall notify the delegates to assemble in convention, at a time and place to be mentioned in the notification, and said convention, when organized, shall proceed to frame a constitution and civil government according to the provisions of this act and the act to which it is supplementary; and when the same shall have been so framed, said constitution shall be submitted by the convention for ratification to the persons registered under the provisions of this act, at an election to be conducted by the officers or persons appointed or to be appointed by the commanding general, as hereinbefore provided, and and to be held after the expiration of thirty days from the date of notice thereof, to be given by said convention; and the returns thereof shall be made to the commanding general of the district.

SEC. 5. That if, according to said returns, the constitution shall be ratified by a majority of the votes of the registered electors qualified as herein specified, cast at said election (at least one-half of all the registered voters voting upon the question of such ratification), the president of the convention shall transmit a copy of the same, duly certified, to the President of the United States, who shall forthwith transmit the same to Congress, if then in session, and if not in session, then immediately upon its next assembling; and if it shall, moreover, appear to Congress that the election was one at which all the registered and qualified electors in the State

had an opportunity to vote freely and without restraint, fear, or the influence of fraud, and if the Congress shall be satisfied that such constitution meets the approval of a majority of all the qualified electors in the State, and if the said constitution shall be declared by Congress to be in conformity with the provisions of the act to which this is supplementary, and the other provisions of said act shall have been complied with, and the said constitution shall be approved by Congress, the State shall be declared entitled to representation, and senators and representatives shall be admitted therefrom as therein provided.

SEC. 6. All elections in the States mentioned in the said "Act to provide for the more efficient government of the rebel States," shall, during the operation of said act, be by ballot; and all officers making the said registration of voters and conducting said elections, shall, before entering upon the discharge of their duties, take and subscribe the oath prescribed by the act approved July 2, 1862, entitled "An act to prescribe an oath of office:" *Provided*, That if any person shall knowingly and falsely take and subscribe any oath in this act prescribed, such person so offending and being thereof duly convicted, shall be subject to the pains, penalties, and disabilities which by law are provided for the punishment of the crime of willful and corrupt perjury.

III.—THE SECOND SUPPLEMENTARY RECONSTRUCTION ACT OF JULY 19, 1867.

This act is as follows:

SEC. 1. That it is hereby declared to have been the true intent and meaning of the act of the second day of March, one thousand eight hundred and sixty-seven, entitled, "An act to provide for the more efficient government of the rebel States," and of the act supplementary thereto, passed on the twenty-third day of March, in the year one thousand eight hundred and sixty-seven, that the governments then existing in the rebel States of Virginia, North Carolina, South Carolina, Georgia, Mississippi, Alabama, Louisiana, Florida, Texas and Arkansas, were not legal State governments; and that thereafter said governments, if continued, were to be continued subject in all respects to the military commanders of the respective districts, and to the paramount authority of Congress.

SEC. 2. That the commander of any district named in said act shall have power, subject to the disapproval of the General of the Army of the United States, and to have effect, till disapproved, whenever in the opinion of such commander the proper administration of said act shall require it, to suspend or remove from office, or from the performance of official duties and the exercise of official powers, any officer or person holding or exercising, or professing to hold or exercise, any civil or military office or duty in such district

under any power, election, appointment, or authority derived from, or granted by, or claimed under, any so-called State or the government thereof, or any municipal or other division thereof; and upon such suspension or removal such commander, subject to the approval of the General as aforesaid, shall have power to provide from time to time for the performance of the said duties of such officer or person so suspended or removed, by the detail of some competent officer or soldier of the army, or by the appointment of some other person, to perform the same, and to fill vacancies occasioned by death, resignation, or otherwise.

SEC. 3. That the General of the Army of the United States shall be invested with all the powers of suspension, removal, appointment, and detaching granted in the preceding section to district commanders.

SEC. 4. That the acts of the officers of the army already done in removing in said districts persons exercising the functions of civil officers, and appointing others in their stead, are hereby confirmed: *Provided*, That any person heretofore or hereafter appointed by any district commander to exercise the functions of any civil office may be removed either by the military officer in command of the district, or by the General of the Army. And it shall be the duty of such commander to remove from office, as aforesaid, all persons who are disloyal to the government of the United States, or who use their official influence in any manner to hinder, delay, prevent, or obstruct the due and proper administration of this act and the acts to which it is supplementary.

SEC. 5. That the boards of registration provided for in the act entitled "An act supplementary to an act entitled 'An act to provide for the more efficient government of the rebel States,' passed March two, eighteen hundred and sixty-seven, and to facilitate restoration," passed March twenty-three, eighteen hundred and sixty-seven, shall have power, and it shall be their duty before allowing the registration of any person, to ascertain, upon such facts or information as they can obtain, whether such person is entitled to be registered under said act, and the oath required by said act shall not be conclusive on such question, and no person shall be registered unless such board shall decide that he is entitled thereto; and such board shall also have power to examine, under oath, (to be administered by any member of such board,) any one touching the qualification of any person claiming registration; but in every case of refusal by the board to register an applicant, and in every case of striking his name from the list as hereinafter provided, the board shall make a note or memorandum, which shall be returned with the registration list to the commanding general of the district, setting forth the grounds of such refusal or such striking from the list: *Provided*, That no person shall be disqualified as a member of any board of registration by reason of race or color.

SEC. 6. That the true intent and meaning of the oath prescribed in said supplementary act is, (among other things,) that no person

who has been a member of the legislature of any State, or who has held any executive or judicial office in any State, whether he has taken an oath to support the Constitution of the United States or not, and whether he was holding such office at the commencement of the rebellion, or had held it before and who has afterwards engaged in insurrection or rebellion against the United States, or given aid or comfort to the enemies thereof, is entitled to be registered or to vote; and the words "executive or judicial office in any State" in said oath mentioned shall be construed to include all civil offices created by law for the administration of any general law of a State, or for the administration of justice.

SEC. 7. That the time for completing the original registration provided for in said act may, in the discretion of the commander of any district, be extended to the first day of October, eighteen hundred and sixty-seven; and the boards of registration shall have power, and it shall be their duty, commencing fourteen days prior to any election under said act, and upon reasonable public notice of the time and place thereof, to revise, for a period of five days, the registration lists, and upon being satisfied that any person not entitled thereto has been registered, to strike the name of such person from the list, and such person shall not be allowed to vote. And such board shall also, during the same period, add to each registry the names of all persons who at that time possess qualifications required by said act who have not been already registered: and no person shall, at any time, be entitled to be registered or to vote by reason of any executive pardon or amnesty for any act or thing which, without such pardon or amnesty, would disqualify him from registration or voting.

SEC. 8. That all members of said boards of registration, and all persons hereafter elected or appointed to office in said military districts, under any so-called State or municipal authority, or by detail or appointment of the district commander, shall be required to take and subscribe to the oath of office prescribed by law for the officers of the United States.

SEC. 9. That no district commander or member of the board of registration, or any officer or appointee acting under them, shall be bound in his action by any opinion of any civil officer of the United States.

SEC. 10. That section four of said last named act shall be construed to authorize the commanding general named therein, whenever he shall deem it needful, to remove any member of a board of registration and to appoint another in his stead, and to fill any vacancy in such board.

SEC. 11. That all the provisions of this act and of the acts to which this is supplementary, shall be construed liberally to the end that all the intents thereof may be fully and perfectly carried out.

IV.—The Reception of the Insurrectionary States in accordance with these Acts.

The State of Tennessee had been restored to the Union by the Thirty-ninth Congress.

Arkansas was restored in June, 1868, and North Carolina, South Carolina, Alabama, Louisiana, Georgia and Florida, by the following act, which was passed June 25, 1868:

An Act to admit the States of North Carolina, South Carolina' Louisiana, Georgia, Alabama and Florida to representation in Congress. Whereas the people of North Carolina, South Carolina, Louisiana, Georgia, Alabama and Florida have, in pursuance of the provisions of an act entitled "An act for the more efficient government of the Rebel States," passed March 2, 1867, and the acts supplemental thereto, framed constitutions of a State government, which are Republican, and have adopted said constitutions by large majorities of the votes cast at the elections held for the ratification or repealing of the same.

Therefore, be it enacted, that each of the States of North Carolina, South Carolina, Louisiana, Georgia, Alabama, and Florida shall be entitled and admitted to representation in Congress as a State of the Union, when the Legislature of such States shall have duly ratified the amendment to the Constitution of the United States, proposed by the XXXIX Congress, and known as Article 14, upon the following fundamental conditions:

Sec. 1. That the constitution of neither of said States shall ever be so amended or changed as to deprive any citizen or class of citizens of the United States of the right to vote in said State who are entitled to vote by the constitution thereof herein recognized, except as a punishment of such crimes as are now felonies at common law, where they shall have been duly convicted under laws equally applicable to all the inhabitants of said State; *provided,* that any alteration of said constitutions, prospective in its effect, may be made with regard to the time and place of residence of voters; and the State of Georgia shall only be entitled and admitted to representation upon this further fundamental condition: That the first and third sub-divisions of section 17 of the fifth article of the constitution of said State, except the proviso to the first sub-division, shall be null and void, and that the General Assembly of said State by solemn public act shall declare the assent of the State to the foregoing fundamental condition.

Sec. 2. That if the day fixed for the first meeting of the Legislature of either of said States by the constitution or ordinance thereof shall have passed, or so nearly arrived, before the passage of this act that there shall not be time for the Legislature to assemble at the period fixed, such Legislature shall convene at the end of

twenty days from the time this act takes effect unless the Governor elect shall sooner convene the same.

SEC. 3. That the first section of this act shall take effect as to each State, except Georgia, when such State shall, by its Legislature, duly ratify Article 14 of the amendment to the Constitution of he United States, proposed by the Thirty-ninth Congress; and as to the State of Georgia, when it shall, in addition, give the assent of said State to the fundamental condition hereinbefore imposed upon the same, thereupon the officers of each State duly elected and qualified under the constitution thereof shall be inaugurated without delay; but no person prohibited from holding office under the United States, or under any State, by section 3 of the proposed amendment to the Constitution of the United States, known as Article 14, shall be deemed eligible to any office in either of said States, unless relieved from disability as provided in said amendment; and it is hereby made the duty of the President, within ten days after receiving official information of the ratification of said amendment by the Legislature of either of said States, to issue a proclamation announcing that fact.

The following bill, also passed by Congress, in July, 1868, was intended to obviate some difficulties in the organization of the legislatures of the reconstructed States, etc.:

Be it enacted, &c., That the legislature of each of the States of Arkansas, North Carolina, South Carolina, Louisiana, Georgia and Alabama, elected under the constitution thereof framed and adopted in pursuance of the provisions of an act entitled, "An act for the more efficient government of the rebel States," passed March 2, 1867, and the acts supplementary thereto, be and is hereby authorized to meet on such day as may have been fixed, either in such constitution or by proclamation of any officer authorized to convene such legislature by the convention which framed such constitution, and if no day shall have been fixed as aforesaid, or if the day so fixed for the meeting of the legislature of either of said States shall have passed or shall have so nearly arrived, before the passage of this act, that in the opinion of the Governor elect that there might not be time for the legislature to assemble on the day so fixed, such legislature may be convened within thirty days after the passage of this act by the governor of said State.

SEC. 2. *And be it further enacted*, That whenever either of said States shall be admitted to representation in Congress, the executive and judicial officers of such State, duly elected and qualified under the constitution thereof, may be inaugurated without delay, and the government of such States shall thereupon be transferred to the civil authorities thereof.

SEC. 3. *And be it further enacted*, That it shall be the duty of all civil and military officers exercising authority in either of said States, to afford all practicable aid and protection to the officers of

such State in carrying out the provisions of this act; and any such officer who shall willfully withhold such aid and protection, or shall willfully prevent, hinder or delay the meeting of either of said legislatures, or the inauguration of any of said State officers, or of any other civil or military officer under either of said State authori ties, shall be guilty of a felony, and upon conviction thereof before any Federal or State court of criminal jurisdiction, shall be punished by imprisonment not exceeding ten years, or by a fine not exceeding ten thousand dollars, or both, at the discretion of the court.

V.—THE FOURTEENTH CONSTITUTIONAL AMENDMENT,

To which reference is made in these acts, and which, having been duly ratified by more than three-fourths of the States, became a part of the Constitution of the United States, is as follows:

ARTICLE XIV. SECTION 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States, and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty or property, without due process of law, nor deny to any person within its jurisdiction the equal protection of the laws.

SEC. 2. Representatives shall be apportioned among the several States according to their respective numbers, counting the whole number of persons in each State, excluding Indians not taxed. But when the right to vote at any election for the choice of Electors for President of the United States, Representatives in Congress, the executive and judicial officers of a State, or the members of the legislature thereof is denied to any of the male inhabitants of such State, being twenty-one years of age and citizens of the United States, or in any way abridged, except for participation in rebellion or other crime, the basis of representation therein shall be reduced in proportion which the number of such male citizens shall be as to the whole number of male citizens twenty-one years of age in such State.

SEC. 3. No person shall be a Senator or Representative in Congress, or Elector of President and Vice-President, or hold any office civil or military, under the United States, or under any State, who, having previously taken an oath, as a member of Congress, or as a member of any State Legislature, or as an Executive or Judicial officer of any State to support the Constitution of the United States, shall have engaged in insurrection or rebellion against the same, or given aid and comfort to the enemies thereof. But Congress may, by a vote of two-thirds of each house, remove such disability.

SEC. 4. The validity of the public debt of the United States

authorized by law, including debts incurred for payment of pensions and bounties for services in suppressing insurrection and rebellion, shall not be questioned. But neither the United States nor any State shall assume or pay any debt or obligation incurred in aid of insurrection or rebellion against the United States, or any claim for the loss or emancipation of any slave; but all such debts obligations or claims, shall be held illegal and void.

SEC. 5. Congress shall have power to enforce, by appropriate legislation, the provisions of this article.

ADDENDA.

GENERAL BANKRUPT LAW,

ESTABLISHING A UNIFORM SYSTEM OF BANKRUPTCY

[Passed March 2d, 1867. As Amended July 27th, 1868.]

WITH FORMS, EXPLANATIONS AND INSTRUCTIONS TO BANKRUPTS AND CREDITORS DESIRING THE BENEFIT OF THE LAW.

AN ACT TO ESTABLISH A UNIFORM SYSTEM OF BANKRUPTCY THROUGHOUT THE UNITED STATES.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

That the several district courts of the United States be, and they hereby are, constituted courts of bankruptcy, and they shall have original jurisdiction, in their respective districts, in all matters and proceedings in bankruptcy, and they are hereby authorized to hear and adjudicate upon the same, according to the provisions of this act. The said courts shall be always open for the transaction of business under this act, and the powers and jurisdiction hereby granted and conferred, shall be exercised as well in vacation as in term-time, and a judge sitting at chambers shall have the same powers and jurisdiction, including the power of keeping order and of punishing any contempt of his authority, as when sitting in court. And the jurisdiction hereby conferred shall extend to all cases and controversies arising between the bankrupt and any creditor or creditors, who shall claim any debt or demand under the bankruptcy; to the collection of all the assets of the bankrupt; to the ascertainment and liquidation of the liens and other specific claims thereon; to the adjustment of the various priorities and conflicting interests of all parties; and to the marshaling and disposition of the different funds and assets, so as to secure the rights of all parties and due distribution of the assets among all the creditors; and to all acts, matters and things to be done under and in virtue of the bankrupty, until the final distribution and settlement of the estate of the bankrupt, and the close of the proceedings in bankruptcy. The said courts shall have full authority to compel obedience to all orders and decrees passed by them in bankruptcy, by process of contempt and other remedial process, to the same extent that the circuit courts now have in any suit pending therein in equity. Said courts may sit for the transaction of business in bankruptcy at any place in the district, of which place, and the time

of holding court, they shall have given notice, as well as at the places designated by law for holding such courts.

SEC. 2. And be it further enacted, That the several circuit courts of the United States, within and for the districts where the proceedings in bankruptcy shall be pending, shall have a general superintendence and jurisdiction of all cases and questions arising under this act; and, except when special provision is otherwise made, may, upon bill, petition, or other proper process, of any party aggrieved, hear and determine the case as a Court of Equity. The powers and jurisdiction hereby granted may be exercised either by said court or by any justice thereof in term-time or vacation. Said circuit courts shall also have concurrent jurisdiction with the district courts of the same district of all suits at law or in equity, which may or shall be brought by the assignee in bankruptcy against any person claiming an adverse interest, or by such person against such assignee, touching any property or rights of property of said bankrupt, transferrable to or vested in such assignee; but no suit at law or in equity, shall in any case be maintainable by or against such assignee, or by or against any person claiming an adverse interest, touching the property and rights of property aforesaid, in any court whatsoever, unless the same shall be brought within two years from the time the cause of action accrued, for or against such assignee; provided, that nothing herein contained shall revive a right of action barred at the time such assignee is appointed.

OF THE ADMINISTRATION OF THE LAW IN COURTS OF BANKRUPTCY.

SEC. 3. And be it further enacted, That it shall be the duty of the Judges of the District Courts of the United States, within and for the several districts, to appoint in each Congressional district in said districts, upon the nomination and recommendation of the Chief Justice of the Supreme Court of the United States, one or more registers in bankruptcy, to assist the Judge of the District Court in the performance of his duties under this act. No person shall be eligible to such appointment unless he be a counsellor of said court, or of some one of the Courts of Record of the State in which he resides. Before entering upon the duties of his office, every person so appointed a register in bankruptcy shall give a bond to the United States, with condition that he will faithfully discharge the duties of his office, in a sum not less than $1,000, to be fixed by said court, with sureties satisfactory to said court, or to either of the said justices thereof; and he shall, in open court, take and subscribe the oath prescribed in the act entitled "An act to prescribe an oath of office, and for other purposes," approved July 2, 1862, and also that he will not during his continuance in office be, directly or indirectly, interested in or benefited by the fees or emoluments arising from any suit or matter pending in bankruptcy, in either the district or circuit court in his district.

SEC. 4. And be it further enacted, that every register in bankruptcy, so appointed and qualified, shall have power, and it shall be his duty, to make adjudication of bankruptcy, to receive the surren-

der of any bankrupt, to administer oaths in all proceedings before him, to hold and preside at meetings of creditors, to take proof of debts, to make all computations of dividends, and all orders of distribution, and to furnish the assignee with a certified copy of such orders, and of the schedules of creditors and assets filed in each case, to audit and pass accounts of assignees, to grant protection, to pass the last examination of any bankrupt in cases whenever the assignee or a creditor do not oppose, and to sit in chambers and despatch there such part of the administrative business of the court and such uncontested matters as shall be defined in general rules and orders, or as the District Judge shall in any particular matter direct; and he shall also make short memoranda of his proceedings in each case in which he shall act, in a docket to be kept by him for that purpose, and he shall forthwith, as the proceedings are taken, forward to the Clerk of the District Court a certified copy of said memoranda, which shall be entered by said clerk in the proper minute book to be kept in his office, and any register of the court may act for any other register thereof: Provided, however, that nothing in this section contained shall empower a register to commit for contempt, or to hear a disputed adjudication, or any question of the allowance or suspension of an order of discharge; but in all matters where an issue of fact or of law is raised and contested by any party to the proceedings before him, it shall be his duty to cause the question or issue to be stated by the opposing parties in writing, and he shall adjourn the same into court for decision by the judge. No register shall be of counsel or attorney, either in or out of court, in any suit or matter pending in bankruptcy in either the Circuit or District Court of his district, or in an appeal therefrom; nor shall he be executor, administrator, guardian, commissioner, appraiser, divider or assignee of or upon any estate within the jurisdiction of either of said courts of bankruptcy, nor be interested in the fees or emoluments arising from either of said trusts. The fees of said registers, as established by this act, and by the general rules and orders required to be framed under it, shall be paid to them by the parties for whom the services may be rendered in the course of proceedings authorized by this act.

SEC. 5. And be it further enacted, That the Judge of the District Court may direct a register to attend at any place within the district for the purpose of hearing such voluntary applications under this act as may not be opposed, of attending any meeting of creditors, or receiving any proofs of debts, and, generally, for the prosecution of any bankruptcy or other proceedings under this act and the travelling and incidental expenses of such register, and of any clerk or other officer attending him, incurred in so acting, shall be settled by said court in accordance with the rules prescribed under the tenth section of this act, and paid out of the assets of the estate in respect of which such register has so acted; or if there be no such assets, or if the assets shall be insufficient, then such expenses shall form a part of the costs in the case or cases in which the register shall have acted in such journey, to be apportioned by the judge, and such register so acting, shall have and exercise all powers, except the power of commitment, vested in the District Court for

the summoning and examination of persons or witnesses, and for requiring the production of books, papers and documents. Provided always, That all depositions of persons and witnesses taken before said register, and all acts done by him, shall be reduced to writing, and be signed by him, and shall be filed in the clerk's office as part of the proceedings. Such register shall be subject to removal by the Judge of the District Court, and all vacancies occurring by such removal, or by resignation, change of residence, death or disability, shall be promptly filled by other fit persons, unless said court shall deem the continuance of the particular office unnecessary.

SEC. 6. And be it further enacted, That any party shall, during the proceedings before a register, be at liberty to take the opinion of the District Judge upon any point or matter arising in the course of such proceedings, or upon the result of such proceedings, which shall be stated by the register in the shape of a short certificate to the judge, who shall sign the same if he approve thereof; and such certificate, so signed, shall be binding on all the parties to the proceeding; but every such certificate may be discharged or varied by the judge at chambers or in open court. In any bankruptcy, or in any other proceedings within the jurisdiction of the court, under this act, the parties concerned, or submitting to such jurisdiction, may at any stage of the proceedings, by consent, state any question or questions in a special case for the opinion of the court, and the judgment of the court shall be final, unless it be agreed and stated in such special case that either party may appeal, if, in such case, an appeal is allowed by this act. The parties may also, if they think fit, agree, that upon the question or questions raised by such special case being finally decided, a sum of money, fixed by the parties, or to be ascertained by the court, or in such manner as the court may direct, or any property, or the amount of any disputed debt or claim, shall be paid, delivered or transferred by one of such parties to the other of them either with or without costs.

SEC. 7. And be it further enacted, That parties and witnesses summoned before a register shall be bound to attend in pursuance of such summons at the place and time designated therein, and shall be entitled to protection, and be liable to process of contempt in like manner as parties and witnesses are now liable thereto in case of default in attendance under any writ of subpœna, and all persons willfully and corruptly swearing or affirming falsely before a register shall be liable to all the penalties, punishments and consequences of perjury. If any person examined before a register shall refuse or decline to answer, or to swear to or sign his examination when taken, the register shall refer the matter to the judge, who shall have power to order the person so acting to pay the costs thereby occasioned, if such person be compellable by law to answer such question or to sign such examination, and such person shall also be liable to be punished for contempt.

OF APPEALS AND PRACTICE.

SEC. 8 And be it further enacted, That appeals may be taken from the District to the Circuit Courts in all cases in equity, and writs of error may be allowed to said Circuit Courts from said Dis-

trict Courts in cases at law under the jurisdiction created by this act when the debt or damages claimed amount to more than $500, and any supposed creditor, whose claim is wholly or in part rejected, or an assignee who is dissatisfied with the allowance of a claim, may appeal from the decision of the District Court to the Circuit Court for the same district; but no appeal shall be allowed in any case from the District to the Circuit Court unless it is claimed, and notice given thereof to the Clerk of the District Court, to be entered with the record of the proceedings, and also to the assignee or creditor, as the case may be, or to the defeated party in equity, within ten days after the entry of the decree or decision appealed from. The appeal shall be entered at the term of the Circuit Court which shall be first held within and for the district next after the expiration of ten days from the time of claiming the same. But if the appellant in writing waives his appeal before any decision thereon proceedings may be had in the District Court as if no appeal had been taken, and no appeal shall be allowed unless the appellant at the time of claiming the same shall give bond in manner now required by law in cases of such appeals. No writ of error shall be allowed unless the party claiming it shall comply with the statutes regulating the granting of such writs.

SEC. 9. And be it further enacted, That in cases arising under this act no appeal or writ of error shall be allowed in any case from the Circuit Courts to the Supreme Courts of the United States, unless the matter in dispute in such case shall exceed $2,000.

SEC. 10. And be it further enacted, That the Justices of the Supreme Court of the United States, subject to the provisions of this act, shall frame general orders for the following purposes:—

For regulating the practice and procedure of the District Courts in bankruptcy, and the several forms of petitions, orders and other proceedings to be used in said courts in all matters under this act:

For regulating the duties of the various officers of said courts;

For regulating the fees payable and the charges and costs to be allowed, except such as are established by this act or by law, with respect to all proceedings in bankruptcy before said courts, not exceeding the rate of fees now allowed by law for similar services in other proceedings;

For regulating the practice and procedure upon appeals;

For regulating the filing, custody and inspection of records;

And generally for carrying the provisions of this act into effect.

After such general orders shall have been so framed, they or any of them may be rescinded or varied, and other general orders may be framed in manner aforesaid; and all such general orders so framed shall from time to time be reported to Congress, with such suggestions as said justices may think proper.

VOLUNTARY BANKRUPTCY—COMMENCEMENT OF PROCEEDINGS.

SEC. 11. And be it further enacted, that if any person residing within the jurisdiction of the United States, owing debts provable under this act exceeding the amount of $300, shall apply by petition addressed to the judge of the judicial district in which such debtor has resided or carried on business for the six months next immo

diately preceding the time of filing such petition, or for the longest period during such six months, setting forth his place of residence, his inability to pay all his debts in full, his willingness to surrender all his estate and effects for the benefit of his creditors and his desire to obtain the benefit of this act, and shall annex to his petition a schedule, verified by oath before the court, or before a register in bankruptcy, or before one of the commissioners of the Circuit Court of the United States, containing a full and true statement of all his debts, and, as far as possible, to whom due, with the place of residence of such creditor, if known to the debtor, and if not known the fact to be so stated, and the sum due to such creditor; also the nature of each debt or demand, whether founded on written security, obligation, contract or otherwise, and also the true cause and consideration of such indebtedness in each case, and the place where such indebtedness accrued, and a statement of any existing mortgage, pledge, lien, judgment, or collateral or other security given for the payment of the same; and shall also annex to his petition an accurate inventory, verified in like manner, of all his estate, both real and personal, assignable under this act, describing the same, and stating where it is situated, and whether there are any, and if so, what incumbrances thereon, the filing of such petition shall be an act of bankruptcy, and such petitioner shall be adjudged a bankrupt. Provided, that all citizens of the United States petitioning to be declared bankrupt shall, on filing such petition, and before any proceedings thereon, take and subscribe an oath of allegiance and fidelity to the United States, which oath shall be filed and recorded with the proceedings in bankruptcy. And the judge of the District Court, or, if there be no opposing party, any register of said court, to be designated by the judge, shall forthwith, if he be satisfied, that the debts due from the petitioner exceed $300, issue a warrant, to be signed by such judge or register, directed to the marshal of said district, authorizing him forthwith, as messenger, to publish notices in such newspapers as the warrant specifies; to serve written or printed notice, by mail or personally, on all creditors upon the schedule filed with the debtor's petition, or whose names may be given to him, in addition, by the debtor, and to give such personal or other notice to any persons concerned as the warrant specifies, which notice shall state:—

First—That a warrant in bankruptcy has been issued against the estate of the debtor.

Second—That the payment of any debts and the delivery of any property belonging to such debtor to him or for his use, and the transfer of any property by him, are forbidden by law.

Third—That a meeting of the creditors of the debtor, giving the names, residences and amounts, so far as known, to prove their debts and choose one or more assignees of his estate, will be held at a Court of Bankruptcy, to be holden at a time and place designated in the warrant, not less than ten nor more than ninety days after the issuing of the same.

OF ASSIGNMENTS AND ASSIGNEES.

SEC. 13. And be it further enacted, That at the meeting, held in

pursuance of the notice, one of the registers of the court shall preside, and the messenger shall make return of the warrant and of his doings thereon; and if it appears that the notice to the creditors has not been given as required in the warrant, the meeting shall forthwith be adjourned, and a new notice given as required. If the debtor dies after the issuing of the warrant, the proceedings may be continued and concluded in like manner as if he had lived.

SEC. 13. And be it further enacted, That the creditors shall, at the first meeting held after due notice from the messenger, in presence of a register designated by the court, choose one or more assignees of the estate of the debtor; the choice to be made by the greater part in value and in number of the creditors who have proved their debts. If no choice is made by the creditors at said meeting, the judge, or, if there be no opposing interest, the register, shall appoint one or more assignees. If an assignee, so chosen or appointed, fails within five days to express, in writing, his acceptance of the trust, the judge or register may fill the vacancy. All elections or appointments of assignees shall be subject to the approval of the judge; and when in his judgment it is for any cause needful or expedient, he may appoint additional assignees, or order a new election. The judge at any time may, and upon the request in writing of any creditor who has proved his claim, shall require the assignee to give good and sufficient bond to the United States, with a condition for the faithful performance and discharge of his duties; the bond shall be approved by the judge or register by his endorsement thereon, shall be filed with the record of the case, and inure to the benefit of all creditors proving their claims, and may be prosecuted in the name and for the benefit of the injured party. If the assignee fails to give the bond within such time as the judge orders, not exceeding ten days after notice to him of such order, the judge shall remove him and appoint another in his place.

SEC. 14. And be it further enacted, That as soon as said assignee is appointed and qualified, the judge, or where there is no opposing interest, the register, shall, by an instrument under his hand, assign and convey to the assignee all the estate, real and personal, of the bankrupt, with all his deeds, books and papers relating thereto, and such assignment shall relate back to the commencement of said proceedings in bankruptcy, and thereupon, by operation of law, the title to all such property and estate, both real and personal, shall vest in said assignee, although the same is then attached on mesne process as the property of the debtor, and shall dissolve any such attachment made within four months next preceding the commencement of said proceedings; provided, however, that there shall be excepted from the operation of the provisions of this section the necessary household and kitchen furniture, and such other articles and necessaries of such bankrupt as the said assignee shall designate and set apart, having reference in the amount to the family, condition and circumstances of the bankrupt, but altogether not to exceed in value, in any case, the sum of $500; and also the wearing apparel of such bankrupt, and that of his wife and children, and the uniform, arms and equipments of any person who is or has been a soldier in the militia, or in the service of the United States;

and such other property as now is, or hereafter shall be, exempted from attachment, or seizure, or levy on execution by the laws of the United States, and such other property not included in the foregoing exemptions as is exempted from levy and sale upon execution or other process or order of court, by the laws of the State in which the bankrupt has his domicile at the time of the commencement of the proceedings in bankruptcy, to an amount not exceeding that allowed by such State exemption laws in force in the year 1864; provided, that the foregoing exception shall operate as a limitation upon the conveyance of the property of the bankrupt to his assignees; and in no case shall the property hereby excepted pass to the assignees, or the title of the bankrupt thereto be impaired or affected by any of the provisions of this act; and the determination of the assignees in the matter shall, on exception taken, be subject to the final decision of the said court. And provided further, that no mortgage of any vessel or of any other goods or chattels, made as security for any debt or debts, in good faith and for present considerations and otherwise valid, and duly recorded, pursuant to any statute of the United States, or of any State, shall be invalidated or affected hereby; and all the property conveyed by the bankrupt in fraud of his creditors; all rights in equity, choses in action, patents and patent rights and copyrights; all debts due him, or any person for his use, and all liens and securities therefor; and all his rights of action for property or estate, real or personal, and for any cause of action which the bankrupt had against any person arising from contract or from the unlawful taking or detention, or of injury to the property of the bankrupt, and all his rights of redeeming such property or estate, with the like right, title, power and authority to sell, manage, dispose of, sue for and recover or defend the same, as the bankrupt might or could have had if no assignment had been made, shall, in virtue of the adjudication of bankruptcy and the appointment of his assignee, be at once vested in such assignee; and he may sue for and recover the said estate, debts and effects, and may prosecute and defend all suits at law or in equity, pending at the time of the adjudication of bankruptcy, in which such bankrupt is a party in his own name, in the same manner and with the like effect as they might have been prosecuted or defended by such bankrupt; and a copy, duly certified by the clerk of the court, under the seal thereof, of the assignment made by the judge or register, as the case may be, to him as assignee, shall be conclusive evidence of his title as such assignee to take, hold, sue for and recover the property of the bankrupt, as hereinbefore mentioned; but no property held by the bankrupt in trust shall pass by such assignment. No person shall be entitled to maintain an action against an assignee in bankruptcy for anything done by him as such assignee without previously giving him twenty days' notice of such action, specifying the cause thereof, to the end that such assignee may have an opportunity of tendering amends, should he see fit to do so. No person shall be entitled, as against the assignee, to withhold from him possession of any books of account of the bankrupt, or claim any lien thereon; and no suit in which the assignee is a party shall be abated by his death or removal from office, but the same may be prosecuted

and defended by his successor, or by the surviving or remaining assignee, as the case may be. The assignee shall have authority, under the order and direction of the court, to redeem or discharge any mortgage or conditional contract, or pledgé or deposit, or lien upon any property, real or personal, whenever payable, and to tender due performance of the condition thereof, or to sell the same subject to such mortgage, lien, or other incumbrances. The debtor shall also, at the request of the assignee and at the expense of the estate, make and execute any instruments, deeds and writings which may be proper to enable the assignee to possess himself fully of all the assets of the bankrupt. The assignee shall immediately give notice of his appointment, by publication at least once a week for three successive weeks in such newspapers as shall for that purpose be designated by the court, due regard being had to their general circulation in the district or in that portion of the district in which the bankrupt and his creditors shall reside, and shall, within six months, cause the assignment to him to be recorded in every registry of deeds or other office within the United States where a conveyance of any lands owned by the bankrupt ought by law to be recorded; and the record of such assignment, or a duly certified copy thereof, shall be evidence thereof in all courts.

SEC. 15. And be it further enacted, That the assignee shall demand and receive from any and all persons holding the same all the estate assigned, or intended to be assigned, under the provisions of this act; and he shall sell all such unencumbered estate, real and personal, which comes to his hands, on such terms as he thinks most for the interest of the creditors; but upon petition of any person interested, and for cause shown, the court may make such order concerning the time, place and manner of sale as will, in its opinion, prove to the interest of the creditors; and the assignee shall keep a regular account of all money received by him as assignee, to which every creditor shall, at reasonable times, have free resort.

SEC. 16. And be it further enacted, That the assignee shall have the like remedy to recover all said estate, debts and effects in his own name, as the debtor might have had if the decree in bankruptcy had not been rendered and no assignment had been made. If, at the time of the commencement of proceedings in bankruptcy, an action is pending in the name of the debtor for the recovery of a debt or other thing which might or ought to pass to the assignee by the assignment, the assignee shall, if he requires it, be admitted to prosecute the action in his own name, in like manner and with like effect as if it had been originally commenced by him. No suit pending in the name of the assignee shall be abated by his death or removal; but upon the motion of the surviving or remaining or new assignee, as the case may be, he shall be admitted to prosecute the suit in like manner and with like effect as if it had been originally commenced by him. In suits prosecuted by the assignee a certified copy of the assignment made to him by the judge or register shall be conclusive evidence of his authority to sue.

SEC. 17. And be it further enacted, That the assignee shall, as soon as may be after receiving any money belonging to the estate, deposit the same in some bank in his name as assignee, or otherwise

keep it distinct and apart from all other money in his possession, and shall, as far as practicable, keep all goods and effects belonging to the estate separate and apart from all other goods in his possession, or designated by appropriate marks, so that they may be easily and clearly distinguished, and may not be exposed or liable to be taken as his property or for the payment of his debts. When it appears that the distribution of the estate may be delayed by litigation or other cause, the court may direct the temporary investment of the money belonging to such estate in securities to be approved by the judge or a register of said court, or may authorize the same to be deposited in any convenient bank upon such interest, not exceeding the legal rate, as the bank may contract with the assignee to pay thereon. He shall give written notice to all known creditors, by mail or otherwise, of all dividends, and such notice of meetings, after the first, as may be ordered by the court. He shall be allowed, and may retain out of the money in his hands, all the necessary disbursements made by him in the discharge of his duty, and a reasonable compensation for his services, in the discretion of the court. He may, under the direction of the court, submit any controversy arising in the settlement of demands against the estate or of debts due to it, to the determination of arbitrators, to be chosen by him and the other party to the controversy, and may, under such direction, compound and settle any such controversy, by agreement with the other party, as he thinks proper and most for the interest of the creditors.

SEC. 18. And be it further enacted, That the court, after due notice and hearing, may remove an assignee for any cause which, in the judgment of the court, renders such removal necessary or expedient. At a meeting called by order of the court in its discretion for the purpose, or which shall be called upon the application of a majority of the creditors may, with consent of the court, remove any assignee by such a vote as is hereinbefore provided for the choice of assignee. An assignee may, with the consent of the judge, resign his trust and be discharged therefrom. Vacancies caused by death or otherwise in the office of assignee may be filled by appointment of the court, or at its discretion by an election by the creditors, in the manner hereinbefore provided, at a regular meeting, or at a meeting called for the purpose, with such notice thereof in writing to all known creditors, and by such person as the court shall direct. The resignation or removal of an assignee shall in no way release him from performing all things requisite on his part for the proper closing up of his trust and the transmission thereof to his successors, nor shall it affect the liability of the principal or surety on the bond given by the assignee. When, by death or otherwise, the number of assignees is reduced, the estate of the debtor not lawfully disposed of shall vest in the remaining assignee or assignees, and the persons selected to fill vacancies, if any, with the same powers and duties relative thereto as if they were originally chosen. Any former assignee, his executors or administrators, upon request, and at the expense of the estate, shall make and execute to the new assignee all deeds, conveyances and assurances, and do all other lawful acts requisite to enable him to recover and receive all the estate.

And the court may make all orders which it may deem expedient to secure the proper fulfillment of the duties of any former assignee, and the rights and interests of all persons interested in the estate. No person who has received any preference contrary to the provisions of this act shall vote for or be eligible as assignee; but no title to property, real or personal, sold, transferred or conveyed by an assignee, shall be affected or impaired by reason of his ineligibility. An assignee refusing or unreasonably neglecting to execute an instrument when lawfully required by the court, or disobeying a lawful order or decree of the court in the premises, may be punished as for a contempt of court.

OF DEBTS AND PROOF OF CLAIMS.

SEC. 19. And be it further enacted, That all debts due and payable from the bankrupt at the time of the adjudication of bankruptcy, and all debts then existing but not payable until a future day, a rebate of interest being made when no interest is payable by the terms of contract, may be proved against the estate of the bankrupt. All demands against the bankrupt for or on account of any goods or chattels wrongfully taken, converted or withheld by him may be proved and allowed as debts to the amount of the value of the property so taken or withheld, with interest. If the bankrupt shall be bound as drawer, indorser, surety, bail or guarantor upon any bill, bond, note, or any other specialty or contract, or for any debt of another person, and his liability shall not have become absolute until after the adjudication of bankruptcy, the creditor may prove the same after such liability shall have become fixed, and before the final dividend shall have been declared. In all cases of contingent debts and contingent liabilities contracted by the bankrupt and not herein otherwise provided for, the creditor may make claim therefor, and have his claim allowed, with the right to share in the dividends, if the contingency shall happen before the order for the final dividend; or he may at any time apply to the court to have the present value of the debt or liability ascertained and liquidated, which shall then be done in such manner as the court shall order, and he shall be allowed to prove for the amount so ascertained. Any person liable as bail, surety, guarantor, or otherwise for the bankrupt, who shall have paid the debt, or any part thereof, in discharge of the whole, shall be entitled to prove such debt, or to stand in the place of the creditor if he shall have proved the same, although such payments shall have been made after the proceedings in bankruptcy were commenced. And any person so liable for the bankrupt, and who has not paid the whole of said debt, but is still liable for the same or any part thereof, may, if the creditor shall fail or omit to prove such debt, prove the same either in the name of the creditor or otherwise, as may be provided by the rules, and subject to such regulations and limitations as may be established by such rules. Where the bankrupt is liable to pay rent, or other debt falling due at fixed and stated periods, the creditor may prove for a proportionate part thereof up to the time of the bankruptcy, as if the same grew due from day to day, and not at such fixed and stated periods. If any bankrupt shall be liable for unliquidated damages arising out

of any contract or promise, or on account of any goods or chattels wrongfully taken, converted or withheld, the court may cause such damages to be assessed in such mode as may be deemed best, and the sum so assessed may be proved against the estate. No debts other than those above specified shall be proved or allowed against the estate.

SEC. 20. And be it further enacted, That, in all cases of mutual debts or mutual credits between the parties, the account between them shall be stated, and one debt set off against the other, and the balance only shall be allowed or paid, but no set-off shall be allowed of a claim in its nature not provable against the estate; provided, that no set-off shall be allowed in favor of any debtor to the bankrupt of a claim purchased by or transferred to him after the filing of the petition. When a creditor has a mortgage or pledge of real or personal property of the bankrupt, or a lien thereon for securing the payment of a debt owing to him from the bankrupt, he shall be admitted as a creditor only for the balance of the debt after deducting the value of such property, to be ascertained by agreement between him and the assignee, or by a sale thereof, to be made in such manner as the court shall direct; or the creditor may release or convey his claim to the assignee upon such property, and be admitted to prove his whole debt. If the value of the property exceeds the sum for which it is so held as security, the assignee may release to the creditor the bankrupt's right of redemption therein on receiving such excess; or he may sell the property, subject to the claim of the creditor thereon; and in either case the assignee and creditor, respectively, shall execute all deeds and writings necessary or proper to consummate the transaction. If the property is not so sold or released and delivered up, the creditor shall not be allowed to prove any part of his debt.

SEC. 21. And be it further enacted, That no creditor proving his debt or claim shall be allowed to maintain any suit at law or in equity therefor against the bankrupt, but shall be deemed to have waived all right of action and suit against the bankrupt, and all proceedings already commenced, or unsatisfied judgments already obtained thereon, shall be deemed to be discharged and surrendered thereby; and no creditor whose debt is provable under this act shall be allowed to prosecute to final judgment any suit at law or in equity therefor against the bankrupt, until the question of the debtor's discharge shall have been determined; and any such suit or proceedings shall, upon the application of the bankrupt, be stayed to await the determination of the Court in Bankruptcy on the question of the discharge, provided there be no unreasonable delay on the part of the bankrupt in endeavoring to obtain his discharge, and provided, also, that if the amount due the creditor is in dispute, the suit, by leave of the Court in Bankruptcy, may proceed to judgment for the purpose of ascertaining the amount due, which amount may be proved in bankruptcy, but execution shall be stayed as aforesaid. If any bankrupt shall at the time of adjudication, be liable upon any bill of exchange, promissory note, or other obligation in respect of distinct contracts as a member of two or more firms carrying on separate and distinct trades, and having distinct

estates to be wound up in bankruptcy, or as a sole trader and also as a member of a firm, the circumstance that such firms are in whole or in part composed of the same individuals, or that the sole contractor is also one of the joint contractors, shall not prevent proof and receipt of dividend in respect of such distinct contracts against the estates respectively liable upon such contracts.

SEC. 22. And be it further enacted, That all proofs of debts against the estate of the bankrupt, by or in behalf of creditors residing within the judicial district where the proceedings in bankruptcy are pending, shall be made before one of the registers of the court in said district, and by or in behalf of non-resident creditors before any register in bankruptcy in the judicial district where such creditors or either of them reside, or before any Commissioner of the Circuit Court authorized to administer oaths in any district. To entitle a claimant against the estate of a bankrupt to have his demand allowed, it must be verified by a deposition in writing on oath or solemn affirmation before the proper register or commissioner setting forth the demand, the consideration thereof, whether any and what securities are held therefor, and whether any and what payments have been made thereon; that the sum claimed is justly due from the bankrupt to the claimant; that the claimant has not, nor has any other person, for his use, received any security or satisfaction whatever other than by him set forth; that the claim was not procured for the purpose of influencing the proceedings under this act, and that no bargain or agreement, expressed or implied, has been made or entered into, by or on behalf of such creditor, to sell, transfer or dispose of the said claim, or any part thereof, against such bankrupt, or take or receive, directly or indirectly, any money, property or consideration whatever, whereby the vote of such creditor for assignee, or any action on the part of such creditor or any other person in the proceedings under this act, is or shall be in any way affected, influenced or controlled, and no claim shall be allowed unless all the statements set forth in such deposition shall appear to be true. Such oath or solemn affirmation shall be made by the claimant, testifying of his own knowledge, unless he is absent from the United States or prevented by some other good cause from testifying, in which cases the demand may be verified in like manner by the attorney or authorized agent of the complainant testifying to the best of his knowledge, information and belief, and setting forth his means of knowledge; or if in a foreign country, the oath of the creditor may be taken before any minister, consul or vice consul of the United States; and the Court may, if it shall see fit, require or receive further pertinent evidence, either for or against the admission of the claim. Corporations may verify their claims by the oath or solemn affirmation of their president, cashier or treasurer. If the proof is satisfactory to the Register or Commissioner, it shall be signed by the deponent, and delivered or sent by mail to the assignee, who shall examine the same and compare it with the books and accounts of the bankrupt, and shall register, in a book to be kept by him for that purpose, the names of creditors who have proved their claims, in the order in which such proof is received, stating the time of receipt of such proof, and the amount

and nature of the debts, which books shall be open to the inspection of all the creditors. The Court may, on the application of the assignee, or of any creditor, or of the bankrupt, or without any application, examine upon oath the bankrupt, or any person tendering or who has made proof of claims, and may summon any person capable of giving evidence concerning such proof, or concerning the debt sought to be proved, and shall reject all claims not duly proved, or where the proof shows the claim to be founded in fraud, illegality or mistake.

SEC. 23. And be it further enacted, That when a claim is presented for proof before the election of the assignee, and the Judge entertains doubts of its validity or of the right of the creditor to prove it, and is of opinion that such validity or right ought to be investigated by the assignee, he may postpone the proof of the claim until the assignee is chosen. Any person who, after the approval of this act, shall have accepted any preference, having reasonable cause to believe that the same was made or given by the debtor, contrary to any provision of this act, shall not prove the debt or claim on account of which the preference was made or given, nor shall he receive any dividend therefrom until he shall first have surrendered to the assignee all property, money, benefit or advantage received by him under such preference. The Court shall allow all debts duly proved, and shall cause a list thereof to be made and certified by one of the registers; and any creditor may act at all meetings by his duly constituted attorney the same as though personally present.

SEC. 24. And be it further enacted, That a supposed creditor who takes an appeal to the Circuit Court from the decision of the District Court rejecting his claim, in whole or in part, shall, upon entering his appeal in the Circuit Court, file in the clerk's office thereof a statement in writing of his claim, setting forth the same, substantially, as in a declaration for the same cause of action at law, and the assignee shall plead or answer thereto in like manner, and like proceedings shall thereupon be had in the pleadings, trial and determination of the cause, as in an action at law commenced and prosecuted, in the usual manner, in the courts of the United States, except that no execution shall be awarded against the assignee for the amount of a debt found due to the creditor. The final judgment of the court shall be conclusive, and the list of debts shall, if necessary, be altered to conform thereto. The party prevailing in the suit shall be entitled to costs against the adverse party, to be taxed and recovered as in suits at law; if recovered against the assignee they shall be allowed out of the estate. A bill of exchange, promissory note, or other instrument, used in evidence upon the proof of a claim, and left in court, or deposited in the clerk's office, may be delivered, by the register or clerk having the custody thereof, to the person who used it, upon his filing a copy thereof, attested by the clerk of the court, who shall endorse upon it the name of the party against whose estate it has been proved and the date and amount of any dividend declared thereon.

OF PROPERTY PERISHABLE AND IN DISPUTE.

SEC. 25. And be it further enacted, That when it appears to the satisfaction of the court that the estate of the debtor, or any part thereof, is of a perishable nature, or liable to deteriorate in value, the court may order the same to be sold, in such manner as may be deemed most expedient under the direction of the register or assignee, as the case may be, who shall hold the funds received in place of the estate disposed of; and whenever it appears to the satisfaction of the court that the title to any portion of an estate, real or personal, which has come into the possession of the assignee, or which is claimed by him, is in dispute, the court may, upon the petition of the assignee, and after such notice to the claimant, his agent or attorney, as the court shall deem reasonable, order it to be sold, under the direction of the assignee, who shall hold the funds received in place of the estate disposed of; and the proceeds of the sale shall be considered the measure of the value of the property in any suit or controversy between the parties in any courts. But this provision shall not prevent the recovery of the property from the possession of the assignee by any proper action commenced at any time before the court orders the sale.

EXAMINATION OF BANKRUPTS.

SEC. 26. And be it further enacted, That the court may, on the application of the assignee in bankruptcy, or of any creditor, or without any application, at all times require the bankrupt, upon reasonable notice, to attend and submit to an examination, on oath, upon all matters relating to the disposal or condition of his property, to his trade and dealings with others, and his accounts concerning the same, to all debts due to or claimed from him, and to all other matters concerning his property and estate, and the due settlement thereof according to law, which examination shall be in writing, and shall be signed by the bankrupt and filed with the other proceedings; and the court may, in like manner, require the attendance of any other person as a witness, and if such person shall fail to attend on being summoned thereto, the court may compel his attendance by warrant directed to the Marshal, commanding him to arrest such person and bring him forthwith before the court, or before a register in bankruptcy, for examination as such witness. If the bankrupt is imprisoned, absent or disabled from attendance, the court may order him to be produced by the jailor, or any officer in whose custody he may be, or may direct the examination to be had, taken and certified, at such time and place and in such manner as the court may deem proper, and with like effect as if such examination had been had in court. The bankrupt shall at all times, until his discharge, be subject to the order of the court, and shall, at the expense of the estate, execute all proper writings and instruments, and do and perform all acts required by the court touching the assigned property or estate, and to enable the assignee to demand, recover and receive all the property and estate assigned, wherever situated; and for neglect or refusal to obey any order of the court, such bankrupt may be committed and punished for a contempt of

court. If the bankrupt is without the district and unable to return and personally attend at any of the times or do any of the acts which may be specified or required pursuant to this section, and if it appears that such absence was not caused by willful default, and if, as soon as may be after the removal of such impediment, he offers to attend and submit to the order of the court in all respects, he shall be permitted to do so, with like effect as if he had not been in default. He shall also be at liberty from time to time, upon oath, to amend and correct his schedule of creditors and property, so that the same shall conform to the facts.

For good cause shown, the wife of any bankrupt may be required to attend before the court, to the end, that she may be examined as a witness; and if such wife do not attend at the time and place specified in the order, the bankrupt shall not be entitled to a discharge unless he shall prove to the satisfaction of the court that he was unable to procure the attendance of his wife. No bankrupt shall be liable to arrest during the pendency of the proceedings in bankruptcy in any civil action, unless the same is founded on some debt or claim from which his discharge in bankruptcy would not release him.

OF THE DISTRIBUTION OF THE BANKRUPT'S ESTATE.

SEC. 27. And be it further enacted, That all creditors whose debts are duly proved and allowed shall be entitled to share in the bankrupt's property and estate *pro rata*, without any priority or preference whatever, exept that wages due from him to any operative or clerk, or house servant, to an amount not exceeding $50, for labor performed within six months next preceding the adjudication of bankruptcy, shall be entitled to priority, and shall be first paid in full; provided that any debt proved by any person liable as bail, surety, guarantor or otherwise, for the bankrupt shall not be paid to the person so proving the same until satisfactory evidence shall be produced of the payment of such debt by such person so liable, and the share to which such debt would be entitled may be paid into court or otherwise held for the benefit of the party entitled thereto, as the court may direct. At the expiration of three months from the date of the adjudication of bankruptcy in any case, or so much earlier as the court may direct, the court, upon request of the assignee, shall call a general meeting of the creditors, of which due notice shall be given, and the assignee shall then report, and exhibit to the court and to the creditors just and true accounts of all his receipts and payments, verified by his oath, and he shall also produce and file vouchers for all payments for which vouchers shall be required by any rule of the court; he shall also submit the schedule of the bankrupt's creditors and property as amended, duly verified by the bankrupt, and a statement of the whole estate of the bankrupt as then ascertained, of the property recovered and of the property outstanding, specifying the cause of its being outstanding; also what debts or claims are yet undetermined, and stating what sum remains in his hands. At such meeting the majority in value of the creditors present shall determine whether any and what part of the net proceeds of the estate, after deducting and retaining a sum suffi-

cient to provide for all undetermined claims, which by reason of the distant residence of the creditor, or for other sufficient reason, have not been proved, and for other expenses and contingencies, shall be divided among the creditors; but unless at least one half in value of the creditors shall attend such meeting, either in person or by attorney, it shall be the duty of the assignee so to determine. In case a dividend is ordered, the register shall, within ten days after such meeting, prepare a list of creditors entitled to dividend, and shall calculate and set opposite to the name of each creditor who has proved his claim the dividend to which he is entitled out of the net proceeds of the estate set apart for dividend, and shall forward by mail to every creditor a statement of the dividend to which is entitled, and such creditor shall be paid by the assignee in such manner as the court may direct.

SEC. 28. And be it further enacted, That the like proceedings shall be had at the expiration of the next three months, or earlier if practicable, and a third meeting of the creditors shall then be called by the court and a final dividend then declared, unless any action at law or suit in equity be pending, or unless some other estate or effects of the debtor afterward come to the hands of the assignee, in which case the assignee shall, as soon as may be, convert such estate or effects into money, and within two months after the same shall be so converted the same shall be divided in manner aforesaid. Further dividends shall be made in like manner as often as occasion requires; and after the third meeting of creditors no further meeting shall be called, unless ordered by the court. If at any time there shall be in the hands of the assignee any outstanding debts or other property due or belonging to the estate, which cannot be collected and received by the assignee without unreasonable or inconvenient delay or expense, the assignee may, under the direction of the court, sell and assign such debts or other property in such manner as the court shall order. No dividend already declared shall be disturbed by reason of debts being subsequently proved, but the creditor proving such debt shall be entitled to a dividend equal to those already received by the other creditors before any further payment is made to the latter. Preparatory to the final dividend the assignee shall submit his account to the court and file the same, and give notice to the creditors of such filing, and shall also give notice that he will apply for a settlement of his account and for a discharge from all liability as assignee at a time to be specified in such notice, and at such time the court shall audit and pass the accounts of the assignee; and such assignee shall, if required by the court, be examined as to the truth of such account, and if found correct he shall thereby be discharged from all liability as assignee to any creditor of the bankrupt. The court shall thereupon order a dividend of the estate and effects, or of such part thereof as it sees fit, among such of the creditors as have proved their claims, in proportion to the respective amount of their said debts. In addition to all expenses necessarily incurred by him in the execution of his trust in any case, the assignee shall be entitled to an allowance for his services in such case on all moneys received and paid out by him therein, for any sum not exceeding one thousand dollars, five per

centum thereon; for any larger sum, not exceeding five thousand dollars, two and a half per centum on the excess over one thousand dollars; and for any larger sum, one per centum on the excess over five thousand dollars; and if at any time there shall not be in his hands a sufficient amount of money to defray the necessary expenses required for the further execution of his trust, he shall not be obliged to proceed therein until the necessary funds are advanced or satisfactorily secured to him. If, by accident, mistake or other cause, without fault of the assignee, either or both of the said second and third meetings should not be held within the times limited, the court may, upon motion of an interested party, order such meetings, with like effect as to the validity of the proceedings as if the meeting had been duly held. In the order for a dividend under this section the following claims shall be entitled to priority or preference, and to be first paid in full in the following order:—

First—The fees, costs and expenses of suits, and the several proceedings in bankruptcy under this act, and for the custody of property, as herein provided.

Second—All debts due to the United States, and all taxes and assessments under the laws thereof.

Third—All debts due to the State in which the proceedings in bankruptcy are pending, and all taxes and assessments made under the laws of such State.

Fourth—Wages due to any operator, clerk or house-servant, to an amount not exceeding $50, labor performed within six months next preceding the first publication of the notice of proceedings in bankruptcy.

Fifth—All debts due to any person who, by the laws of the United States are, or may be, entitled to a priority or preference, in like manner as if this act had not been passed; always provided, that nothing contained in this act shall interfere with the assessment and collection of taxes by the authority of the United States or any State.

OF THE BANKRUPT'S DISCHARGE AND ITS EFFECT.

SEC. 29. And be it further enacted, That at any time after the expiration of six months from the adjudication of bankruptcy, or if no debts have been proved against the bankrupt, or if no assets have come to the hands of the assignee, at any time after the expiration of sixty days and within one year from the adjudication of bankruptcy, the bankrupt may apply to the court for a discharge from his debts, and the court shall thereupon order notice to be given by mail to all creditors who have proved their debts, and by publication at least once a week in such newspapers as the court shall designate, due regard being had to the general circulation of the same in the district, or in that portion of the district in which the bankrupt and his creditors shall reside, to appear on a day appointed for that purpose, and show cause why a discharge should not be granted to the bankrupt. No discharge shall be granted, or, if granted, be valid if the bankrupt has willfully sworn falsely in his affidavit annexed to his petition, schedule or inventory or upon any examination in the course of the proceedings in bankruptcy, in

relation to any material facts concerning his estate or his debts, or to any other material fact, or if he has concealed any part of his estate or effects, or any books or writings relating thereto, or if he has been guilty of any fraud or negligence in the care, custody or delivery to the assignee of the property belonging to him at the time of the presentation of his petition and inventory, excepting such property as he is permitted to retain under the provisions of this act, or if he has caused, permitted or suffered any loss, waste or destruction thereof; or if, within four months before the commencement of such proceedings, he has procured his lands, goods, money or chattels to be attached, sequestered or seized on execution; or if, since the passage of this act, he has destroyed, mutilated, altered or falsified any of his books, documents, papers, writings or securities or has made, or been privy to the making, of any false or fraudulent entry in any book of account or other document, with intent to defraud his creditors; or has removed, or caused to be removed, any part of his property from the district, with intent to defraud his creditors; or if he has given any fraudulent preference contrary to the provisions of this act, or made any fraudulent payment, gift transfer, conveyance or assignment of any part of his property, or has lost any part thereof in gaming, or has admitted a false or fictitious debt against his estate; or if, having knowledge that any person has proved such false or fictitious debt, he has not disclosed the same to his assignee within one month after such knowledge; or if, being a merchant or tradesman, he has not, subsequently to the passage of this act, kept proper books of account; or if he, or any person in his behalf, has procured the assent of any creditor to his discharge, or influenced the action of any creditor at any stage of the proceedings, by any pecuniary consideration or obligation; or if he has, in contemplation of becoming bankrupt, made any pledge, payment, transfer, assignment or conveyance of any part of his property, directly or indirectly, absolutely or conditionally, for the purpose of preferring any creditor or person having a claim against him, or who is, or may be, under liability for him, or for the purpose of preventing the property from coming into the hands of the assignee, or of being distributed under this act in satisfaction of his debts; or if he has been convicted of any misdemeanor under this act, or has been guilty of any fraud whatever contrary to the true intent of this act; and before any discharge is granted, the bankrupt shall take and subscribe an oath to the effect that he has not done, suffered or been privy to any act, matter or thing specified in this act, as a ground for withholding such discharge, or as invalidating such discharge, if granted.

SEC. 30. And be it further enacted, That no person who shall have been discharged under this act, and shall afterward become bankrupt, on his own application shall be again entitled to a discharge whose estate is insufficient to pay seventy per centum of the debts proved against it, unless the assent in writing of three-fourths in value of his creditors who have proved their claims, is filed at or before the time of application for discharge; but a bankrupt who shall prove to the satisfaction of the court that he has paid all the debts owing by him at the time of any previous bankruptcy, or who has been voluntarily released therefrom by his creditors, shall be entitled

to a discharge in the same manner and with the same effect as if he had not previously been bankrupt.

SEC. 31. And be it further enacted, That any creditor opposing the discharge of any bankrupt may file a specification in writing on the grounds of his opposition, and the court may, in its discretion, order any question of fact so presented to be tried at a stated session of the District Court.

SEC. 32. And be it further enacted, That if it shall appear to the court that the bankrupt has in all things conformed to his duty under this act, and that he is entitled, under the provisions thereof, to receive a discharge, the court shall grant him a discharge from all his debts except as hereinafter provided, and shall give him a certificate thereof under the seal of the court, in substance as follows:

DISTRICT COURT OF THE UNITED STATES—DISTRICT OF ——. Whereas —— has been duly adjudged a bankrupt under the act of Congress establishing a uniform system of bankruptcy throughout the United States, and appears to have conformed to all the requirements of law in that behalf, it is therefore ordered by the court that said —— be forever discharged from all debts and claims which by said act are made provable against his estate, and which existed on the —— day of ——, on which day the petition for adjudication was filed by (or against) him; excepting such debts, if any, as are by said act excepted from the operation of a discharge in bankruptcy. Given under my hand and the seal of the court, at ——, in the said district, this —— day of ——, A. D. ——. —— ——, Judge.

SEC. 33. And be it further enacted, That no debt created by the fraud or embezzlement of the bankrupt, or by his defalcation as a public officer, or while acting in any fiduciary character, shall be discharged under this act; but the debt may be proved, and the dividend thereon shall be a payment on account of said debt; and no discharge granted under this act shall release, discharge or affect any person liable for the same debt for or with the bankrupt, either as partner, joint contractor, endorser, surety or otherwise. [And in all proceedings in bankruptcy, commenced after the first day of January, 1869, no discharge shall be granted to a debtor whose assets do not pay fifty per centum of the claims against his estate, upon which he shall be liable as the principal debtor, unless the assent in writing of a majority in number and value of his creditors, to whom he shall have been liable as principal debtor, and who shall have proved their claims, be filed in the case at or before the time of the hearing of the application for discharge.]

SEC. 34. And be it further enacted, That a discharge duly granted under this act shall, with the exceptions aforesaid, release the bankrupt from all debts, claims, liabilities and demands which were or might have been proved against his estate in bankruptcy, and may be pleaded, by a simple averment that on the day of its date such discharge was granted to him, setting the same forth in *hæc verba*, as a full and complete bar to all suits brought on any such debts, claims, liabilities or demands, and the certificate shall be conclusive evidence in favor of such bankrupt of the fact and the regularity of such discharge; always provided that any creditor or creditors of said bankrupt, whose debt was proved or provable against the estate in

bankruptcy, who shall see fit to contest the validity of said discharge on the ground that it was fraudulently obtained, may, at any time within two years after the date thereof, apply to the court which granted it to set aside and annul the same. Said application shall be in writing, shall specify which in particular of the several acts mentioned in section 29 it is intended to give evidence of against the bankrupt, setting forth the grounds of avoidance, and no evidence shall be admitted as to any other of the said acts; but said application shall be subject to amendment at the discretion of the court. The court shall cause reasonable notice of said application to be given to said bankrupt, and order him to appear and answer the same within such time as to the court shall seem fit and proper. If, upon the hearing of said parties, the court shall find that the fraudulent acts or any of them set forth as aforesaid by said creditor or creditors against the bankrupt are proved, and that said creditor or creditors had no knowledge of the same until after the granting of said discharge, judgment shall be given in favor of said creditor or creditors, and the discharge of said bankrupt shall be set aside and annulled. But if said court shall find that said fraudulent acts and all of them set forth as aforesaid are not proved, or that they were known to said creditor or creditors before the granting of said discharge, then judgment shall be rendered in favor of the bankrupt, and the validity of his discharge shall not be affected by said proceedings.

PREFERENCES AND FRAUDULENT CONVEYANCES DECLARED VOID.

SEC. 35. And be it further enacted, That if any person, being insolvent, or in contemplation of insolvency, within four months from the filing of the petition by or against him, with a view to give a preference to any creditor or person having a claim against him, or who is under any liability for him, procures any part of his property to be attached, sequestered or seized on execution, or makes any payment, pledge, assignment, transfer or conveyance of any part of his property either directly or indirectly, absolutely or conditionally, the person receiving such payment, pledge, assignment, transfer or conveyance or to be benefited thereby or by such attachment, having reasonable cause to believe such person is insolvent, and that such attachment, payment, pledge, assignment or conveyance is made in fraud of the provisions of this act, the same shall be void, and the assignee may recover the property, or the value of it, from the person so receiving it or so to be benefited; and if any person, being insolvent, or in contemplation of insolvency or bankruptcy, within six months before the filing of the petition by or against him, makes any payment, sale, assignment, transfer, conveyance or other disposition of any part of his property to any person who then has reasonable cause to believe him to be insolvent, or to be acting in contemplation of insolvency, and that such payment, sale, assignment, transfer or other conveyance is made with a view to prevent his property from coming to his assignee in bankruptcy, or to prevent the same from being distributed under this act, or to defeat the object of, or in any way impair, hinder, impede or delay the operation and effect of, or to evade any of the provisions of this act, the sale,

assignment, transfer or conveyance shall be void, and the assignee may recover the property or the value thereof as the assets of the bankrupt. And if such sale, assignment, transfer or conveyance is not made in the usual and ordinary course of business of the debtor, the fact shall be *prima facie* evidence of the fraud. Any contract, covenant or security made or given by a bankrupt or other person with, or in trust for any creditor for securing the payment of any money as a consideration for or with intent to induce the creditor to forbear opposing the application for discharge of the bankrupt, shall be void; and if any creditor shall obtain any sum of money or other goods, chattels, or security from any person as an inducement for forbearing to oppose or consenting to such application for discharge, every creditor so offending shall forfeit all right to any share or di vidend in the estate of the bankrupt, and shall also forfeit double the value or amount of such money, goods, chattels or security so obtained, to be recovered by the assignee for the benefit of the es tate.

BANKRUPTCY OF PARTNERSHIPS AND OF CORPORATIONS.

SEC. 36. And be it further enacted, That where two or more persons who are partners in trade shall be adjudged bankrupt, either on the petition of such partners or any one of them, or on the petition of any creditor of the partners, a warrant shall issue in the manner provided by this act, upon which all the joint stock and property of the copartnership, and also all the separate estate of each of the partners shall be taken, excepting such parts thereof as are hereinbefore excepted; and all the creditors of the company, and the separate creditors of each partner, shall be allowed to prove their respective debts; and the assignee shall be chosen by the creditors of the company, and shall also keep separate accounts of the joint stock and property of the copartnership and of the separate estate of each member thereof; and after deducting out of the whole amount received by such assignee the whole of the expenses and disbursements, the net proceeds of the joint stock shall be appropriated to pay the creditors of the copartnership, and the net proceeds of the separate estate of each partner shall be appropriated to pay his separate creditors; and if there shall be any balance of the separate estate of any partner, after the payment of his separate debts, such balance shall be added to the joint stock for the payment of the joint creditors; and if there shall be any balance of the joint stock after payment of the joint debts, such balance shall be divided and appropriated to and among the separate estates of the several partners, according to their respective right and interest therein, as it would have been if the partnership had been dissolved without any bankruptcy; and the sum so appropriated to the separate estate of each partner shall be applied to the payment of his separate debts; and the certificate of his discharge shall be granted or re fused to each partner as the same would or ought to be if the pro ceedings had been against him alone under this act; and in all other respects the proceedings against partners shall be conducted in the like manner as if they had been commenced and prosecuted against one person alone. If such copartners reside in different

districts, that court in which the petition is first filed shall retain exclusive jurisdiction over the case.

SEC. 37. And be it further enacted, That the provisions of this act shall apply to all moneyed, business or commercial corporations and joint stock companies, and that upon the petition of any officer of any such corporation or company, duly authorized by a vote of a majority of the corporators present at any legal meeting called for the purpose, or upon the petition of any creditor or creditors of such corporation or company, made and presented in the manner heretofore provided in respect to debtors, the like proceedings shall be had and taken as are hereinafter provided in the case of debtors and all the provisions of this act which apply to the debtor, or set forth his duties in regard to furnishing schedules and inventories, executing papers, submitting to examinations, disclosing, making over, secreting, concealing, conveying, assigning, or paying away his money or property, shall in like manner, and with like force, effect and penalties, apply to each and every officer of such corporation or company in relation to the same matters concerning the corporation or company, and the money and property thereof. All payments, conveyances and assignments declared fraudulent and void by this act when made by a debtor, shall, in like manner, and to the like extent, and with like remedies, be fraudulent and void when made by a corporation or company. No allowance or discharge shall be granted to any corporation or joint stock company, or to any person or officer or member thereof; provided, that whenever any corporation, by proceedings under this act, shall be declared bankrupt, all its property and assets shall be distributed to the creditors of such corporation in the manner provided in this act in respect to natural persons.

OF DATES AND DEPOSITIONS.

SEC. 38. And be it further enacted, That the filing of a petition for adjudication in bankruptcy, either by a debtor in his own behalf or by any creditor against a debtor, upon which an order may be issued by the court, or by a register in the manner provided in section four, shall be deemed and taken to be the commencement of proceedings in bankruptcy under this act; the proceedings in all cases of bankruptcy shall be deemed matters of record, but the same shall not be required to be recorded at large, but shall be carefully filed, kept and numbered in the office of the clerk of the court, and a docket only, or short memorandum thereof, kept in books to be provided for that purpose, which shall be open to public inspection. Copies of such records, duly certified under the seal of the court, shall, in all cases, be *prima facie* evidence of the fact therein stated. Evidence or examinations in any of the proceedings under this act may be taken before the court or register in bankruptcy, viva voce or in writing, before a Commissioner of the Circuit Court, or by affidavit or on commission, and the court may direct a reference to a register in bankruptcy, or other suitable person, to take and certify such examination, and may compel the attendance of witnesses, the production of books and papers, and the giving of testimony in the same manner as in suits in equity in the Circuit Court

INVOLUNTARY BANKRUPTCY.

SEC. 39. And be it further enacted, That any person residing and owing debts as aforesaid, who, after the passage of this act, shall depart from the State, district or Territory, of which he is an inhabitant, with intent to defraud his creditors, or, being absent, shall, with such intent, remain absent; or shall conceal himself to avoid the service of legal process in any action for the recovery of a debt or demand provable under this act; or shall conceal or remove any of his property to avoid its being attached, taken or sequestered on legal process; or shall make any assignment, gift, sale, conveyance or transfer of his estate, property, rights or credits, either within the United States or elsewhere, with intent to delay, defraud or hinder his creditors; or who has been arrested and held in custody under or by virtue of mesne process of execution, issued out of any court of any State, district or Territory, within which such debtor resides or has property, founded upon a demand in its nature provable against a bankrupt's estate under this act, and for a sum exceeding one hundred dollars, and such process is remaining in force and not discharged by payment, or in any other manner provided by the law of such State, district or Territory applicable thereto, for a period of seven days; or has been actually imprisoned for more than seven days in a civil action, founded on contract, for the sum of one hundred dollars or upward; or who, being bankrupt or insolvent, or in contemplation of bankruptcy or insolvency, shall make any payment, gift, grant, sale, conveyance or transfer of money, or other property, estate, rights or credits, or give any warrant to confess judgment, or procure or suffer his property to be taken on legal process, with intent to give a preference to one or more of his creditors, or to any person or persons who are or may be liable to him as endorsers, bail, sureties or otherwise, or with the intent, by such disposition of his property, to defeat or delay the operation of this act; or who, being a banker, merchant or trader, has fraudulently stopped or suspended and not resumed payment of his commercial paper within a period of fourteen days, shall be deemed to have committed an act of bankruptcy, and, subject to the conditions hereinafter prescribed, shall be adjudged a bankrupt on the petition of one or more of his creditors; the aggregate of whose debts provable under this act amount to at least two hundred and fifty dollars, provided such petition is brought within six months after the act of bankruptcy shall have been committed. And if such person shall be adjudged a bankrupt, the assignee may recover back the money or other property so paid, conveyed, sold, assigned or transferred contrary to this act, provided the person receiving such payment or conveyance had reasonable cause to believe that a fraud on this act was intended, or that the debtor was insolvent; and such creditor shall not be allowed to prove his debt in bankruptcy.

SEC. 40. And be it further enacted, That upon the filing of the petition authorized by the next preceding section, if it shall appear that sufficient grounds exist therefor, the court shall direct the entry of an order requiring the debtor to appear and show cause at

a Court of Bankruptcy to be holden at a time to be specified in the order, not less than five days from the service thereof, why the prayer of the petition should not be granted; and may also, by its injunctions, restrain the debtor and any other person, in the meantime, from making any transfer or disposition of any part of the debtor's property not excepted by this act from the operation thereof and from any interference therewith; and if it shall appear that there is probable cause for believing that the debtor is about to leave the district, or to remove or conceal his goods and chattels or his evidence of property, or make any fraudulent conveyance or disposition thereof, the court may issue a warrant to the marshal of the district, commanding him to arrest the alleged bankrupt and him safely keep, unless he shall give bail to the satisfaction of the court for his appearance from time to time, as required by the court, until the decision of the court upon the petition, or the further order of the court, and forthwith to take possession provisionally of all the property and effects of the debtor, and safely keep the same until the further order of the court. A copy of the petition and of such order to show cause shall be served on such debtor by delivering the same to him personally, or leaving the same at his last or usual place of abode; or if such debtor cannot be found, or his place of residence ascertained, service shall be made by publication, in such manner as the judge may direct. No further proceedings, unless the debtor appear and consent thereto, shall be had until proof shall have been given, to the satisfaction of the court, of such service or publication; and if such proof be not given on the return day of such order, the proceedings shall be adjourned, and an order made that the notice be forthwith so served or published.

SEC. 41. And be it further enacted, That on such return day or adjourned day, if the notice has been duly served or published, or shall be waived by the appearance and consent of the debtor, the court shall proceed summarily to hear the allegations of the petitioner and debtor, and may adjourn the proceedings from time to time, on good cause shown, and shall, if the debtor on the same day so demand in writing, order a trial by jury at the first term of the court at which a jury shall be in attendance, to ascertain the fact of such alleged bankruptcy; and, if, upon such hearing of trial, the debtor proves to the satisfaction of the court or of the jury, as the case may be, that the facts set forth in the petition are not true, or that the debtor has paid and satisfied all liens upon his property, in case the existence of such liens were the sole ground of the proceeding, the proceedings shall be dismissed and the respondent shall recover his costs.

SEC. 42. And be it further enacted, that if the facts set forth in the petition are found to be true, or if default be made by the debtor to appear pursuant to the order, upon due proof of service thereof being made, the court shall adjudge the debtor to be a bankrupt, and, as such, subject to the provisions of this act, and shall forthwith issue a warrant to take possession of the estate of the debtor. The warrant shall be directed, and the property of the debtor shall be taken thereon, and shall be assigned and distributed in the same

manner and with similar proceedings to those hereinbefore provided for the taking possession, assignment and distribution of the property of the debtor upon his own petition. The order of adjudication of bankruptcy shall require the bankrupt forthwith, or within such number of days, not exceeding five after the date of the order or notice thereof, as shall by the order be prescribed, to make and deliver or transmit by mail, postpaid, to the messenger, a schedule of the creditors and an inventory of his estate in the form and verified in the manner required of a petitioning debtor by section eleven. If the debtor has failed to appear in person, or by attorney, a certified copy of the adjudication shall be forthwith served on him by delivery or publication in the manner hereinbefore provided for the service of the order to show cause; and if the bankrupt is absent or cannot be found, such schedule and inventory shall be prepared by the messenger and the assignee from the best information they can obtain. If the petitioning creditor shall not appear and proceed on the return day, or adjourned day, the court may, upon the petition of any other creditor to the required amount, proceed to adjudicate on such petition, without requiring a new service or publication of notice to the debtor.

OF SUPERSEDING THE BANKRUPT PROCEEDINGS BY ARRANGEMENT.

SEC. 43. And be it further enacted, That if at the first meeting of creditors, or at any meeting of creditors to be specially called for that purpose, and of which previous notice shall have been given for such length of time and in such manner as the court may direct, three-fourths in value of the creditors whose claims have been proved shall determine and resolve that it is for the interest of the general body of the creditors that the estate of the bankrupt should be wound up and settled, and distribution made among the creditors by trustees, under the inspection and direction of a committee of the creditors, it shall be lawful for the creditors to certify and report such resolution to the court, and to nominate one or more trustees to take and hold and distribute the estate, under the direction of such committee. If it shall appear to the court, after hearing the bankrupt and such creditors as may desire to be heard, that the resolution was duly passed and that the interests of the creditors will be promoted thereby, it shall confirm the same; and upon the execution and filing by or on behalf of three-fourths in value of all the creditors whose claims have been proved of a consent that the estate of the bankrupt be wound up and settled by said trustees according to the terms of such resolution, the bankrupt or his assignee in bankruptcy, if appointed, as the case may be, shall, under the direction of the court, and under oath, convey, transfer and deliver all the property and estate of the bankrupt to the said trustee or trustees, who shall, upon such conveyance and transfer, have and hold the same in the same manner, and with the same powers and rights, in all respects, as the bankrupt would have had or held the same if no proceeding in bankruptcy had been taken, or as the assignee in bankruptcy would have done had such resolution not been passed and such consent and the proceeding thereunder shall be as binding

in all respects on any creditor whose debt is provable who has not signed the same as if he had signed it, and on any creditor whose debt, if provable, is not proved, as if he had proved it; and the court by order shall direct all acts and things needful to be done to carry into effect such resolution of the creditors, and the said trustees shall proceed to wind up and settle the estate under the direction and inspection of such committee of the creditors, for the equal benefit of all such creditors; and the winding up and settlement of any estate under the provisions of this section shall be deemed to be proceedings in bankruptcy under this act; and the said trustees shall have the rights and powers of assignees in bankruptcy. The court, on the application of such trustees, shall have power to summon and examine, on oath, or otherwise, the bankrupt and any creditor, and any person indebted to the estate or known or suspected of having any of the estate in his possession, or any other person whose examination may be material or necessary to aid the trustees in the execution of their trust, and to compel the attendance of such persons and the production of books and papers in the same manner as in other proceedings in bankruptcy under this act; and the bankrupt shall have the right to apply for and obtain a discharge after the passage of such resolution and the appointment of such trustees as if such resolution had not been passed, and as if all the proceedings had continued in the manner provided in the preceding sections of this act. If the resolution shall not be duly reported, or the consent of the creditors shall not be duly filed, or if, upon its filing, the court shall not think fit to approve thereof, the bankruptcy shall proceed as though no resolution had been passed, and the court may make all necessary orders for resuming the proceedings. And the period of time which shall have elapsed between the date of the resolution and the date of the order for assuming proceedings shall not be reckoned in calculating periods of time prescribed by this act.

PENALTIES AGAINST BANKRUPTS.

SEC. 44. And be it further enacted, That from and after the passage of this act, if any debtor or bankrupt shall, after the commencement of proceedings in bankruptcy, secrete or conceal any property belonging to his estate, or part with, conceal or destroy, alter, mutilate or falsify, or cause to be concealed, destroyed, altered, mutilated or falsified any book, deed, document or writing relating thereto, or remove or cause to be removed the same or any part thereof out of the district, or otherwise dispose of any part thereof with intent to prevent it from coming into the possession of the assignee in bankruptcy, or to hinder, impede or delay either of them in recovering or receiving the same, or make any payment, gift, sale, assignment, transfer or conveyance of any property belonging to his estate with the like intent, or shall spend any part thereof in gaming, or shall, with intent to defraud, willfully and fraudulently conceal from his assignee or omit from his schedule any property or effects whatsoever; or if, in case of any person having, to his knowledge or belief, proved a false or fictitious debt against his estate, he shall fail to disclose the same to his assignee within one month after coming to the knowledge or belief thereof; or shall at

tempt to account for any of his property by fictitious losses or expenses; or shall, within three months before the commencement of proceedings in bankruptcy, under the false color and pretense of carrying on business and dealing in the ordinary course of trade, obtain on credit from any person any goods or chattels with intent to defraud; or shall, with intent to defraud his creditors, within three months next before the commencement of proceedings in bankruptcy, pawn, pledge or dispose of otherwise than by *bona fide* transactions in the ordinary way of his trade, any of his goods or chattels, which have been obtained on credit and remain unpaid for, he shall be deemed guilty of a misdemeanor, and, upon conviction thereof by any court of the United States, shall be punished by imprisonment, with or without hard labor, for a term not exceeding three years.

PENALTIES AGAINST OFFICERS.

SEC. 45. And be it further enacted, That if any judge, register, clerk, marshal, messenger, assignee or any other officer of the several courts of bankruptcy shall, for anything done or pretended to be done under this act, or under color of doing anything thereunder, willfully demand or take, or appoint or allow any person whatever to take for him or on his account, or for or on account of any other person, or in trust for him or for any other person, any fee, emolument, gratuity, sum of money or anything of value whatever, other than is allowed by this act, or which shall be allowed under the authority thereof, such person, when convicted thereof, shall forfeit and pay the sum of not less than $300, and not exceeding $500, and be imprisoned not exceeding three years.

SEC. 46. And be it further enacted, That if any person shall forge the signature of a judge, register or other officer of the court, or shall forge or counterfeit the seal of the courts, or knowingly concur in using any such forged or counterfeit signature or seal, for the purpose of authenticating any proceeding or document, or shall tender in evidence any such proceeding or document with a false or counterfeit signature of any such judge, register or other officer, or a false or counterfeit seal of the court, subscribed or attached thereto, knowing such signature or seal to be false or counterfeit, any such person shall be guilty of felony, and upon conviction thereof, shall be liable to a fine of not less than $500, and not more than $5,000 and to be imprisoned not exceeding five years, at the discretion of the court.

FEES AND COSTS.

SEC. 47. And be it further enacted, That in each case there shall be allowed and paid, in addition to the fees of the clerk of the court, as now established by law, or as may be established by general order, under the provisions of this act, for fees in bankruptcy, the following fees, which shall be applied to the payment for the services of the registers.

For issuing every warrant, $2.

For each day in which a meeting is held, $3.

For each order for a dividend, $3.

For every order substituting an arrangement by trust deed for bankruptcy, $2.

For every bond with sureties, $2.

For every application for any meeting in any matter under this act, $1.

For every day's service while actually employed under a special order of the court, a sum not exceeding $5, to be allowed by the court.

For taking depositions, the fees now allowed by law.

For every discharge, when there is no opposition, $2.

Such fees shall have priority of payment over all other claims out of the estate, and before a warrant issues the petitioner shall deposit with the clerk $50 as security for the payment thereof; and if there are not sufficient assets for the payment of the fees, the person upon whose petition the warrant is issued shall pay the same, and the court may issue an execution against him to compel payment to the register.

Before any dividend is ordered, the assignee shall pay out of the estate to the messenger the following fees, and no more:

First—For service of warrant, $2.

Second—For all necessary travel, at the rate of five cents a mile each way.

Third—For each written note to creditor named in the schedule, ten cents.

Fourth—For custody of property, publication of notices and other services, his actual and necessary expenses upon returning the same in specific items, and making oath that they have been actually incurred and paid by him, and are just and reasonable, the same to be taxed or adjusted by the court, and the oath of the messenger shall not be conclusive as to the necessity of said expenses.

For cause shown, and upon hearing thereon, such further allowance may be made as the court, in its discretion, may determine.

The enumeration of the foregoing fees shall not prevent the judges, who shall frame general rules and orders in accordance with the provisions of section ten, from prescribing a tariff of fees for all other services of the officers of courts of bankruptcy, or from reducing the fees prescribed in this section in classes of cases to be named in their rules and orders.

OF MEANING OF TERMS AND COMPUTATION OF TIME.

SEC. 48. And be it further enacted, That the word "assignee" and the word "creditor," shall include the plural also, and the word "messenger" shall include his assistant or assistants, except in the provision for the fees of that officer; the word "marshal" shall include the marshal's deputies; the word "person" shall also include "corporation," and the word "oath" shall include "affirmation." And in all cases in which any particular number of days is prescribed by the act, or shall be mentioned in any rule or order of court, or general order which shall at any time be made under this act for the doing of any act or for any other purpose, the same shall be reckoned, in the absence of any expression to the contrary, ex-

clusive of the first and inclusive of the last day, unless the last day shall fall on a Sunday, Christmas Day, or on any day appointed by the President of the United States as a day of public fast or thanksgiving, or on the Fourth of July, in which case the time shall be reckoned exclusive of that day also.

SEC. 49. And be it further enacted, That all the jurisdiction, power and authority conferred upon and vested in the District Court of the United States by this act in cases in bankruptcy, are hereby conferred upon and vested in the Supreme Court of the District of Columbia and in and upon the Supreme Courts of the several Territories of the United States, when the bankrupt resides in the said District of Columbia, or in either of the said Territories. And in those judicial districts which are not within any organized circuit of the United States the power and jurisdiction of a Circuit Court in bankruptcy may be exercised by the district judge.

SEC. 50. And be it further enacted, That this act shall commence and take effect as to the appointment of the officers created hereby, and the promulgation of rules and general orders, from and after the date of its approval. Provided that no petition or other proceeding under this act shall be filed, received, or commenced before the first day of June, Anno Domini eighteen hundred and sixty seven.

POWER OF REGISTERS.

In accordance with Amendment of the Act, approved July 27th, 1868.

And be it further enacted, That registers in bankruptcy shall have power to administer oaths in all cases and in relation to all matters in which oaths may be administered by commissioners of the circuit courts of the United States, and such commissioners may take proof of debts in bankruptcy in all cases, subject to the revision of such proofs by the register and by the court according to the provisions of said act.

BANKRUPTCY.

Explanations and Instructions to Bankrupts and Creditors.

RULES, ORDERS AND FORMS OF PROCEEDINGS UNDER THE GENERAL BANKRUPT LAW,

There are two kinds of bankruptcy, voluntary and involuntary. In either case the bankrupt must reside within the jurisdiction of the United States, and owe debts provable under the bankrupt act (see section 19), exceeding the amount of three hundred dollars. Proceedings in bankruptcy may be conducted either by the bankrupt in person in his own behalf, or by a petitioning or opposing creditor; but a creditor will only be allowed to manage before a Court his individual interest. Either party may appear and conduct the proceedings by attorney, who shall be an attor-

ney or counsellor authorized to practice in the Circuit or District Court. (See forms 14 and 26.)

Voluntary Bankruptcy.

Who may Petition.—The insolvent shall be adjudged a bankrupt on his own petition, to be addressed to the judge of the judicial district in which he has resided or carried on business for the six months next immediately preceding the time of filing such petition, or for the longest period during such six months.

Form of Petition.—The form of the petition and of the schedule and the inventory to be annexed thereto, as prescribed by the eleventh section of the Act and in the General Orders and Rules of the Supreme Court, will be found (*infra*) under numbers 1, 2 and 3.

In Cases of Copartnership.—In case one or more members of a copartnership refuse to join in a petition to have the firm declared bankrupt, the parties refusing shall be entitled to resist the prayer of the petition in the same manner as if the petition had been filed by a creditor of the partnership; and in case an adjudication of bankruptcy is made upon the petition, such copartner shall be required to furnish to the marshal a schedule of his debts and an inventory of his property in the same manner as required by the Act in cases of debtors against whom adjudication of bankruptcy shall be made. (See Involuntary Bankruptcy.)

Commencement of Proceedings.—The petition thus filed is to be an act of bankruptcy, and the date of the filing of such petition is to be deemed the commencement of the proceedings in bankruptcy. Upon the filing of a petition in case of voluntary bankruptcy, and as soon as any adjudication of bankruptcy is made upon a petition filed in case of involuntary bankruptcy, the petition shall be referred to one of the registers in such manner as the Court shall direct; and the petitioner shall furnish the register with a copy of the papers in the case, and thereafter all the proceedings required by the Act shall be had before him, except such as are excepted by law or by special order of the judge. The order designating the register to act upon any petition shall name a day upon which the bankrupt shall attend before the

register, from which date he shall be subject to the orders of the Court in all matters relating to his bankruptcy, and may receive from the register a protection against arrest, to continue until the final adjudication on his application for a discharge, unless suspended or vacated by order of the Court.

Imprisoned Debtor.—If at the time of preferring his petition, the debtor shall be imprisoned, the Court, upon his application, may order him to be produced upon habeas corpus by the jailor or any officer in whose custody he may be, before the register, for the purpose of testifying in any matter relating to his bankruptcy, and if committed after the filing of his petition upon process in any civil action founded upon a claim provable in bankruptcy, the Court may, upon like application, discharge him from such imprisonment. If the petitioner, during the pendency of the proceedings in bankruptcy, be arrested or imprisoned upon process in any civil action, the District Court, upon his application, may issue a writ of habeas corpus to bring him before the Court to ascertain whether such process has been issued for the collection of any claim provable in bankruptcy, and if so provable, he shall be discharged, if not, he shall be remanded to the custody in which he may lawfully be. Before granting the order for discharge, the Court shall cause notice to be served upon the creditor, so as to give him an opportunity of appearing and be ing heard before the granting of the order.

Duties of Register.—For the general duties and powers of registers in bankruptcy, see sections 3, 4, 5, 6 and 7 of the Act. Every register, in performing the duties required of him, under the Act, and by the above mentioned General Orders, or by orders of the District Court, shall use all reasonable dispatch, and shall not adjourn the business but for good cause shown. Six hours' session shall constitute a day's sitting if the business requires; and when there is time to complete the proceedings in progress within the day, the party obtaining any adjournment or postponement thereof, may be charged, if the Court think proper, with all the costs incurred in consequence of the delay. It shall be the duty of the register to examine the bankrupt's petition and schedules filed therewith, and to certify whether the same are correct in

form. If so, the register is to issue a warrant, as prescribed by Section 11 of the Act and directed to the Marshal of the district.

Duties of Marshal.—It shall be the duty of the Marshal as messenger to take possession of the property of the bankrupt, and to prepare, within three days from the time of taking such possession, a complete inventory of all the property. He shall also, in case the bankrupt is absent, or cannot be found, prepare a schedule of the names and residences of his creditors, and the amount due to each, from the books or other papers of the bank rupt, and from any other sources of information.

Duties of Assignees.—It shall be the duty of the register, immediately upon the appointment of an assignee, as prescribed in sections 12 and 13 of the Act, (should he not be present at such meeting,) to notify him by personal or mail service of his appointment. The assignee shall, immediately on entering upon his duties, prepare a complete inventory of all the property of the bankrupt that comes into his possession; and all sales of the same shall be by public auction, unless otherwise ordered by the Court. Every assignee shall keep full, exact and regular books of account of all receipts, payments, and expenditures of money by him, and shall make report to the Court within twenty days after receiving the deed of assignment, of the articles set off to the bankrupt by him, according to the provisions of the fourteenth section of the Act, with the estimated value of each article, and any creditor may take exceptions to the determination of the assignee within twenty days after the filing of the report. The assignee immediately gives notice of the appointment, at least once a week, for three successive weeks, in newspapers to be designated by the Court, and within six months causes the assignment to be recorded, in every place where a conveyance of the bankrupt's land should be recorded. He then proceeds to collect the estate of the bankrupt and to convert the same into money, keeping any money belonging to the estate in the manner laid down in section 17.

Meetings of Creditors.—The first meeting of the creditors is to be held in pursuance of the notice in the warrant and for the purposes mentioned in sections 12 and 13 of the Act; the second

and third meetings of the creditors are to be held at such times and for the purposes mentioned in sections 27 and 28 of the Act to regulate the distribution of the bankrupt's estate. The assignee is to make further dividends, as prescribed by said sections, and as often as occasion may require; but after the third meeting of creditors no further meeting is to be called, unless ordered by the Court. The Court may also direct that the second and third meetings of creditors of a bankrupt applying for his discharge, within three months from the date of his being adjudged a bankrupt, under the provisions of the 29th section of the Act, shall be had on the day which may be fixed in the order of notice for the creditors to appear and show cause why a discharge should not be granted such bankrupt.

Proof of Debts.—For full information as to the mode of proving debts and claims in proceedings in bankruptcy, see sections 19 to 21 of the Act, and Forms 21 and 22.

The Bankrupt's Discharge.—The most important provision of the Act in favor of a bankrupt is the right accorded him by sections 29 to 34 of the Act to apply to the Court for a discharge from his debts. The effect of the order of discharge is to exempt the bankrupt from the payment of all debts which might have been proved under his bankruptcy. Section 29 of the Act states the time when the petition of a debtor to be discharged from his debts is to be made and prescribes the requirements of such petition, (see Form 51.) Section 30 gives information how to obtain a discharge under a second bankruptcy. Section 33 states the debts and claims not to be discharged under the Act. Upon the application of the bankrupt for his discharge, the Court will order notice to be given by mail to all creditors who have proved their debts, and by publication in certain newspapers, to be designated by the Court, to appear on the day appointed for that purpose, and show cause why the discharge should not be granted to the bankrupt. A creditor opposing the said application shall enter his appearance thereto on the day when the creditors are required to show cause, and shall file his specification of the grounds of his opposition, in writing, within ten days thereafter, unless the time shall be extended by order of the Court, and the

Court shall thereupon make an order of the entry of said case for trial on the docket of the Court, and the time within which the same shall be heard and decided. The validity of a discharge when granted may be contested by any creditor whose debt has been proved against the bankrupt's estate, or is provable at any time within two years after the date of the order of discharge. (See sections 31 and 34 of the Act and Form 53.)

Involuntary Bankruptcy.

A debtor may be compulsory made a bankrupt by the commission of any one of those acts which section 39 of the Act denominates Acts of Bankruptcy. On the petition of one or more of his creditors, the aggregate of whose debts provable under the Act amount to at least 250 dollars, provided such petition is brought within six months after the alleged act of bankruptcy shall have been committed, and the facts set forth in the petition are found to be true, or default be made by the debtor to appear pursuant to the order of the Court requiring the debtor to appear and show cause why the prayer of the petition should not be granted. (See sections 40, 41 and 42 and Form 54.) Whenever two or more petitions shall be filed by creditors against a common debtor, alleging separate acts of bankruptcy, committed by said debtor on different days within six months prior to the filing of said petitions, and the debtor shall appear and show cause against an adjudication of bankruptcy against him on the petitions, that petition shall be first heard and tried, which alleges the commission of the earliest act of bankruptcy; and in case the several acts of bankruptcy are alleged in the different petitions to have been committed on the same day, the Court before which the same are pending, may order them to be consolidated; and if an adjudication of bankruptcy be made upon either petition, or for the commission of a single act of bankruptcy, it shall not be necessary to proceed to a hearing upon the remaining petitions, unless proceedings be taken by the debtor for the purpose of causing such adjudication to be annulled or vacated. In case two or more petitions shall be filed against the same individual in different districts, the first hearing shall be had in the district in which the debtor resides; and in case of two or more peti-

tions against the same firm in different courts, the petition first filed shall be first heard.

For Fees and Costs prescribed by the Act, see sections 3, 4, 10 and 47.

In addition, the General Orders prescribe as follows:

To the Clerk of the Court:—For each notice required to be sent by mail, when signed by the Clerk, ten cents; the postage to be prepaid by the party required to give such notice.

To the Clerk and Register:—For every copy of any paper in proceedings in Bankruptcy, twenty-five cents for certifying the same, and in addition thereto, ten cents for each folio of 100 words.

To the Register:—For every order made where notice is required to be given, and for certifying copy of the same to the Clerk, one dollar.

For every certificate of question to be certified to the District Judge, under the 4th and 6th Sections of the Act, one dollar.

For every proof of debt, twenty-five cents; and where testimony is taken, the fees prescribed by law may be added.

In cases where the debtor has no means, and makes proof to the satisfaction of the Court, that he is unable to pay the costs prescribed by the Act, and these Orders, the Judge in his discretion may direct that the fees and costs therein shall not exceed the sum required by the Act to be deposited with the Clerk.

In cases of Involuntary Bankruptcy, where the debtor resists an adjudication, and the Court after hearing, shall adjudge the debtor a bankrupt, the petitioning creditor shall recover, to be paid out of the fund, the same costs that are allowed by law to a party recovering in a suit in Equity; and in case the petition shall be dismissed, the debtor may recover like costs from the petitioner.

Forms of Proceedings in Bankruptcy.

Form No. 1.

PETITION BY DEBTOR.

To the Honorable , Judge of the District Court of the United States, for the District of :—

THE PETITION of , of the of , in the County of , and State of , and District aforesaid,

Respectfully Represents:—That he has for months next immediately preceding the filing of this petition, at , within said Judicial District; that he owes debts exceeding the amount of three hundred dollars, and is unable to pay all of the same in full; that he is willing to surrender all his estate and effects for the benefit of his Creditors, and desires to obtain the benefit of the Act entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867:

That the Schedule hereto annexed, marked **A**, and verified by Your Petitioner's oath, contains a full and true statement of all his debts, and (so far as it is possible to ascertain) the names and places of residence of his creditors, and such further statements concerning said debts as are required by the provisions of said Act:

That the Schedule hereto annexed, marked **B**, and verified by Your Petitioner's oath, contains an accurate inventory of all his estate, both real and personal, assignable under the provisions of said Act:

WHEREFORE, YOUR PETITIONER PRAYS, that he may be adjudged by the Court to be a Bankrupt, within the purview of said Act; and that he may be Decreed to have a Certificate of Discharge from all his Debts provable under the same.

———— ————.

———— ————, *Solicitor*, [or, *Attorney*,] *etc.*

Oath to foregoing Petition.

[N. B.—If Petioner is not a citizen, the last clause of this oath should be omitted.]

UNITED STATES OF AMERICA.
District of , *ss*:—

I, , the Petitioning Debtor mentioned and described in the foregoing Petition, do hereby make solemn oath [*or*, affirmation] that the statements contained therein are true according to the best of my knowledge, information and belief; and I do further make oath [*or*, affirmation] that I am a citizen of the United States of America, and that I will bear true faith and allegiance to the same.

———— ————, *Petitioner.*

Subscribed and sworn [*or*, affirmed] to, before me, this day of , A. D. 18

———— ————,

U. S. District Judge, [*Register in Bankruptcy*, or, *U. S. Commissioner.*]

[Petition by Debtor.] **SCHEDULE A.** (1.)

Statement of all Creditors who are to be Paid in Full, or to whom Priority is Secured, according to the provisions of the 28th Section of said Act.

Order of Payment; Preferred Claims.	Reference to ledger or voucher.	Names of Creditors.	Residences and Occupations.	Amount.		Where and when Contracted.	Nature and Consideration of the Debt, and whether contracted as co-partner or joint contractor; and, if so, with whom.
1. Debts due the United States, and taxes and assessments under the laws thereof.				$	c.		
2. Debts due to the State of , and taxes and assessments under the laws of said State.							
3. Wages due clerk, servant, etc., to an amount not exceeding $50, for Labor performed, within Six M'ths.							
4. Other debts Preferred by said Act.							

_____, *Petitioner.*

[Petition by Debtor.] (2.)

SCHEDULE A.

Creditors Holding Securities.

[N. B.—Particulars of Securities held, with dates of same, and when given, to be stated under the names of the several creditors, and also Particulars concerning each Debt, as required by the 11th Section of the Act, and whether contracted as co-partner or joint-contractor with any other person; and, if so, with whom.]

Reference to Ledger or Voucher.	Names of Creditors.	Residences and Description.	When and where Contracted.	Value of Securities.		Amount of Debts.	
				$	c.	$	c.
Ledger [A,] page [150.]	[John Brown]	Residing at Lien, by Judgment of Court, in the State of [Pennsylvania,] upon my Real Estate, situate in Township of County of , in said State, (describing it.)					
Ledger [B,] page [75.]	[Samuel Johnson] ...	Residing at Pledge of 150 shares, Stock of [Cumberland Coal Company] a Company incorporated under the laws of the State of [Maryland,] and doing business at . Certificate of said Stock transferred to said [Johnson.]					
Ledger [C,] page [95.]	[William Peters]	Residing at Mortgages upon my Real Estate in , made to secure his Liability as Endorser on certain Promissory Notes made by me, and described as follows: *Or* for Liability as Surety. *Or* for Liability as Bail. *Or* for any other Liability for which Mortgages may be given.					
Ledger [D,] page [146.]	[John Jones].... ...	Residing at Note of A B, dated , at four months for $. Note of C D, dated , at six months for $. Note of E F, dated , at nine months for $. Delivered to said Jones, as Collateral Security for his Debt, on the day of , 186 .					
Ledger [E,] page [200.]	[George Smith].....	Residing at Six bales of Cotton weighing pounds, valued at ; five bales of Wool weighing pounds, valued at ; six barrels Whiskey, valued at . Delivered to said [Smith,] in pledge for his Debt, on the day of , 186 .					

[N. B.—The above examples will serve as a proper guide.]

———— ————, *Petitioner.*

[Petition by Debtor.] **SCHEDULE A.** (3.)

Creditors whose Claims are Unsecured.

[N. B.—When the Name and Residence (or either) of any Drawer, Maker, Endorser or Holder of any Bill or Note, etc., are unknown, the fact must be stated, and also the Name, Residence, and Occupation of the last holder known to the Petitioner. The debt due to each creditor must be stated in full, and any claim by way of Set-off stated in the schedule of property. The Nature of each debt and demand, whether founded on Written Security, Obligation, Contract, or Otherwise, and also the True Cause and Consideration of such Indebtedness in each case and the Place where such indebtedness accrued.]

Reference to Ledger or Voucher.	Names of Creditors.	Residences and Occupations.	Amount.		When and where Contracted.	Nature and Consideration of the Debt, and whether any Judgment, Bond, Bill of Exchange, Promissory Note, etc. and whether contracted as co-partner or joint-contractor, with any other Person; and, if so, with whom.
			$	*c.*		

_____ _____, *Petitioner.*

[Petition by Debtor.] **SCHEDULE A.** (4.)

Liabilities on Notes or Bills Discounted which ought to be Paid by the Drawers, Makers, or Acceptors.

[N. B.—The Dates of the Notes or Bills, and when Due, with the Names, Residences, and the Business, or Occupation of the Drawers, Makers, or Acceptors thereof, are to be set forth under the Names of the Holders. If the Names of the Holders are not known, the name of the last holder known to the petitioner should be stated, and his Business and place of Residence. The same particulars as to Notes or Bills on which the petitioner is liable as Endorser.]

Reference to Ledger or Voucher.	Names of Holders as far as known.	Place of Residence and Occupation.	Place where Contracted.	Amount.		Nature of Liability, whether same was contracted as co-partner or joint-contractor, or with any other Person; and, if so, with whom.
				$	*c.*	

_____ _____, *Petitioner.*

[Petition by Debtor.] **SCHEDULE A.** (5.)

Accommodation Paper.

[N. B.—The Dates of the Notes or Bills, and when Due, with the Names, Residences, and Business or Occupation of the Drawers, Makers, and Acceptors thereof, are to be set forth under the Names of the Holders; if the Bankrupt be liable as Drawer, Maker, Acceptor, or Endorser thereof, it is to be stated accordingly. If the names of the Holder are not known, the name of the last Holder known to the Petitioner should be stated, with his Business and Place of Residence. Same particulars as to other commercial paper.]

Reference to Ledger or Voucher.	Names of Holders.	Residences of Holders and Particulars of Notes or Bills.	Place where Contracted.	Amount.		Whether liability was contracted as co-partner or joint-contractor, or with any other Person; and, if so, with whom.
				$	c.	

[N. B.—Here will follow oath to Schedule A, hereinafter prescribed.]

———— ————, *Petitioner.*

[Petition by Debtor.] **SCHEDULE B.** (1.)

Statement of all Real and Personal Estate and Effects Whatever, which are now in the Possession, Enjoyment, or under the Control of the Petitioner, or which are held by any other person, In Trust, for his use, or to the Possession or Enjoyment of which he is entitled at the date of filing Petition.

[INTEREST IN LANDS.]

Particular Description of all Real Estate owned by Petitioner, or held by him, and whether under Contract or Lease.	Encumbrances thereon, if any, and Dates thereof.	Statement of all Particulars relating thereto.	Estimated Value.

———— ————. *Petitioner.*

[Petition by Debtor.] **SCHEDULE B.** (2.)

Personal Property.

	Dolls.	Cts
a.—Cash on hand		
b.—Bills of Exchange, Promissory Notes, or Securities of any description (each to be set out separately).....		
c.—Stock in Trade, in my business of , at , of the value of.....		
d.—Household Goods and Furniture, Household Stores, Wearing Apparel, and Ornaments of the Person.....		
e.—Books, Prints, and Pictures.....		
f.—Horses, Cows, Sheep, and other Animals.....		
g.—Carriages, and other Vehicles.....		
h.—Farming Stock, and Implements of Husbandry.....		
i.—Shipping, and Shares in Vessels.....		
k.—Machinery, Fixtures, and Apparatus used in Business; with the place where each is Situated.....		
l.—Goods or Personal Property of any other Description, with the place where Each is Situated.....		

———— ————, *Petitioner.*

[Petition by Debtor.] **SCHEDULE B.** (3.)

Choses in Action.

	Dolls.	Cts
a.—Debts due Petitioner on open Account		
b.—Stocks in Incorporated Companies, and Interest in Joint Stock Companies.....		
c.—Policies of Insurance.....		
d.—Unliquidated Claims of every nature, with their Estimated Value		

———— ————, *Petitioner*

[Petition by Debtor.] **SCHEDULE B.** (4.)

Property in Reversion, Remainder, or Expectancy, including Property held in Trust for the Petitioner, or subject to any Power or Right to Dispose of, or to Charge.

[N. B.—A Particular Description of Each Interest must be Entered. If all or any of the debtor's Property has been Conveyed by Deed of Assignment, or otherwise, for the benefit of Creditors, the date of such Deed should be stated, the Name and Address of the Person to whom the Property was Conveyed, the Amount realized from the Proceeds thereof, and the Disposal of the Same, as far as known to the Petitioner.]

General Interest.	Particular Description.	Supposed value of my interest.
Interest in Land.....	Real Estate and Leasehold Property, with Locality, Names, and Descriptions of Parties now Enjoying the Same, and the Value thereof; also the Nature of my Interest therein, and from Whom, and in what Manner it is derived.....	$ c.
Personal Property.....	Personal Property with Locality, Names, and Descriptions of Persons now Enjoying the Same; also the Nature of my Interest therein, and from Whom, and in what Manner it is derived.....	
Property in Money, Stock, Shares, Bonds, Annuities, etc., etc.	Annuities, Money in Public or other Funds, Shares in Railroad and other Companies, showing in whose names the same are standing, with Names and Descriptions of persons now Enjoying the Same; also the Nature of my Interest therein, and from Whom, and in what Manner it is derived.....	
Rights and Powers.....	Rights and Powers, wherein I or any other Person or Persons in Trust for me or for my benefit have any power to Dispose of, Charge, or Exercise..	
		Amount realized from proceeds of property conveyed.
Property heretofore conveyed for benefit of Creditors.		
What portion of Debtor's Property has been Conveyed by Deed of Assignment, or otherwise, for Benefit of Creditors; Date of such Deed, Name and Address of Party to whom Conveyed; Amount realized therefrom and Disposal of same, so far as known to Petitioner.	Description of property of Debtor heretofore conveyed for benefit of Creditor by deed of assignment, or otherwise; date of such deed or instrument of conveyance, with name and address of party to whom made; amount realized from same, and the disposal of such property, so far as known to Petitioner.....	$ c.

——— ———, *Petitioner.*

[Petition by Debtor.] **SCHEDULE B.** (5.)

A Particular Statement of the Property claimed as Excepted from the Operation of said Act, by the provisions of the 14th Section thereof, giving Each Item of Property and its Valuation; and, if any portion of it is Real Estate, its Location, Description, and Present Use.

N. B.—The property claimed to be Exempt under the Laws of any State is to be described separately from the rest, and reference given to the Statute of said State creating the Exception.]

		Valuati'n.	
		$	c.
Property claimed to be Excepted from the operations of said Act, and which may be set apart by the assignee under the 14th Section.....			
Property claimed to be Exempt by State laws; its Valuation; whether Real or Personal Estate; its Description and Present Use; and under what State Law Exemption is claimed			

_____ _____, *Petitioner.*

[Petition by Debtor.] **SCHEDULE B.** (6.)

The following is a True List of all Books, Papers, Deeds, and Writings relating to my Trade, Business, Dealings, Estate, and Effects, or any Part thereof, which, at the date of this Petition, are in my Possession or under my Custody and Control, or which are in the Possession or Custody of any Person in Trust for me, or for my Use, Benefit or Advantage; and also of All others which have been heretofore, at any time in my Possession, or under my Custody or Control, and which are now held by the Parties whose names are hereinafter set forth, with the reason for their Custody of the same:

Books.....	
Deeds.....	
Papers, Etc.....	

_____ _____, *Petitioner.*

[N. B.—Here follows oath to Schedule B, as hereinafter prescribed.]

OATHS TO SCHEDULES A AND B.

[N. B.—The following forms of oaths to Schedules A and B of the Petition by Debtor are prescribed and they are to be annexed to the same, respecttive.]

Oath to Schedule A.

UNITED STATES OF AMERICA.

District of , *ss*;—

On this day of , A. D. 18 , before me personally came , the person mentioned in and who subscribed to the foregoing Petition and Schedule, Marked **A**, respectively, and who being by me first duly sworn [*or*, affirmed] did declare the said Schedule to be a statement of all his debts, &c., in accordance with the Act of Congress entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867.

District Judge, [or, *Register*; or, *U. S. Commissioner*.]

Oath to Schedule B.

UNITED STATES OF AMERICA.

District of , *ss*;—

On this day of , A. D. 18 , before me personally came , the person mentioned in and who subscribed to the foregoing Petition and Schedule, Marked **B**, respectively, and who being by me first duly sworn [*or*, affirmed] did declare the said Schedule to be a statement of all his estate, both real and personal, in accordance with the Act of Congress entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867.

District Judge, [or, *Register*; or, *U. S. Commissioner*.]

Form No. 2.

COPARTNERSHIP PETITION.

[In case of a copartnership, the form will be as follows;]

To the Honorable Judge of the District Court of the United States for the District of

THE PETITION of , and , of in the County of , and State of , and District aforesaid, respectfully represents: That the said , and , copartners transacting business at, , in the County of and State of , and in said District, have for the months

[*Or*

THAT the said and members of a copartnership composed of themselves, and one of , in the County of , and State of , have for the months:— next immediately preceding the filing of this Petition at within said Judicial District; that the members of said copartnership owe debts exceeding the amount of *three hundred dollars*, and are unable to pay all their debts in full; that they are willing to surrender all their estate and effects for the benefit of their creditors, and desire to obtain the benefit of the Act entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867.

That the Schedule hereto annexed, Marked **A**, and verified by their oaths, contains a Full and True Statement of all the debts of said Copartnership, and, as far as possible, the Names and Places of Residence of their Creditors, and the further statements concerning such debts required by the provisions of said Act.

That the Schedule hereto annexed, Marked **B**, verified by their oaths, contains an accurate Inventory of all the estate of said Copartnership as required by the provisions of said Act.

And said further states, that the Schedule hereto annexed, Marked **C**, verified by his oath, contains a Full and True Statement of all his Individual debts: and, as far as possible, the Names and Places of Residence of his Creditors; and the further Statements concerning such debts required by the provisions of said Act: and that the Schedule hereto annexed, Marked **D**, verified by his oath, contains an accurate Inventory of all his Individual Estate as required by the provision of said Act.

And said further states, that the Schedule hereto annexed, Marked **E**, verified by his oath, contains a Full and True Statement of all his Individual debts, and, as far as possible, the Names and Places of Residence of his Creditors, and the further Statements concerning such debts required by the provisions of said Act; and that the Schedule hereto annexed, Marked **F**, verified by his oath, contains an accurate Inventory of all his Individual Estate as required by the provisions of said Act.

[N. B.—*Similar clauses to be added for Schedules of each Copartner joining in the Petition.*]

WHEREFORE, YOUR PETITIONERS PRAY, that after due proceedings had, they may be adjudged by a Decree of Court to be Bankrupts within the purview of said Act; and upon their compliance with all the requirements of the said Act, and all the orders and directions of the Court made in pursuance thereof, they may be severally decreed to have a CERTIFICATE OF DISCHARGE FROM ALL THEIR DEBTS provable under said Act, and otherwise entitled to all the benefits thereof.

_____ _____,

_____ _____,

Petitioners.

[N. B.—The Form of the Oath to the Petition is to be modified by employing the plural for the singular number, and by the addition of clauses to cover the Schedules of Each Copartner.]

Form No. 3.

CORPORATION PETITION.

[N. B.—If a Petition in Bankruptcy is filed by a Corporation, an authenticated copy of a Vote or other action of the Stockholders, (*or*, party or parties entitled to act in behalf of such Corporation,) authorizing such proceedings should be filed with the Petition, and which, in substance, should be as follows:]

Statement to accompany Petition of Corporation, (In Bankruptcy)

AT A MEETING OF THE STOCKHOLDERS, [*or*, of the Board of Directors, *or*, Trustees, as the Case may be,] of the Company, [*or*, Association, *or*, Bank, *or*, Society,] a Corporation created by , of the State of , held at, in the county of , and State of on this day of , A. D. 18 , the Condition of the Affairs of said Corporation having been inquired into, and it being ascertained to the Satisfaction of said meeting that the said Corporation was Insolvent, and that its Affairs ought to be wound up, it was voted [*or*, Resolved] by a Majority of the Corporators [*or*, Stockholders, *or*, Directors, *or*, Trustees] present at such Meeting, (which was duly called and notified for the purpose of taking action upon the subjcct aforesaid;) that be, and thereby—Authorized, Empowered, and Required to file a Petition in the District Court of the United States for the District of , within which said Corporation has carried on its business, for the purpose of having the same adjudged Bankrupt; and that such proceedings be had thereon as are provided by the Act of Congress entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867.

IN WITNESS WHEREOF, I have hereunto subscribed my name as President [*or*, other officer or agent] of said Corporation, and affixed the Seal of the same this day of , A. D. 18 .

{ Seal of Corporation. }

_____ _____,

President [or, *other officer*] *of said Corporation.*

[N. B.—In case of a Corporation, the following changes are to be made in the form of Petition already prescribed, viz: The substitution of the Name of the Corporation for that of the Individual Petitioner, and the omission of the Prayer for a Discharge and the following passage substituted; "*And that like proceedings may be had in the premises as in said act are provided in respect to natural persons.*" The language of the Oath to the Corporation Petition may be changed to correspond with the form of the Petition.]

Form No. 14.

Bancroft Library

FORM OF SPECIAL LETTER OF ATTORNEY.

In the Matter of
Bankrupt.
} In Bankruptcy.

To ——— ———,

Sir: [*or*, Messrs., *or*, Gentlemen,] I, [*or*, we,] hereby authorize you, or any one of you, to attend the Meeting of Creditors in this matter, advertised or directed to be holden at , on the day of , before , or on the day advertised in the [*Name the Newspapers*] or any adjournment thereof, and then and there for , and in name to vote for or against any proposal or resolution that may be lawfully made or passed at such meeting or adjourned meeting; and in the choice of Assignee or Assignees of the Estate of the said Bankrupt, and for , or , to accept such appointment of Assignee.

Dated this day of , A. D. 18 .

Witness to the signature of ,

———— ————,

Exhibited to me this day of , A. D. 18 .

———— ————,

Register in Bankruptcy.

Form No. 17.

BOND OF ASSIGNEE.

In the District Court of the United States,
For the District of

In the Matter of
Bankrupt.
} In Bankruptcy.

District of , *ss:*

Know all men by these presents: That we, , of ; of ; and of are held and firmly bound unto the United States of America in the just and full sum of dollars, to the payment whereof, well and truly to be made, we do bind ourselves, our and each of our heirs, executors and administrators.

Signed, Sealed and Delivered at , this day of A. D. 18 .

The said , having been, on the day of A. D. 18 .

by order of the District Court of the United States for the District of ; IN BANKRUPTCY, appointed assignee of the estate of a Bankrupt, this Bond is executed pursuant to the thirteenth Section of the Act of Congress entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867; and is conditioned for the due and faithful discharge of all duties by the said as such assignee, and in compliance with the Orders and Directions of the Court in the matter of Bankruptcy of the said

Signed, Sealed and Delivered

in presence of

_____, [L. S.]
_____, [L. S.]
_____, [L. S.]

[N. B.—To be Endorsed on the above "On the day of , A. D. 18 ."

Approved:

_____,
District Judge, [or, *Register in Bankruptcy*

Form No. 21.

PROOF OF DEBT, WITH SECURITY.

In the District Court of the United States,
For the District of ,

In the Matter of
Bankrupt.
} IN BANKRUPTCY

District of , *ss;*

On this day of , A. D. 18 , before me , a Register in Bankruptcy [*or*, United States Commissioner, or other proper officer] of said District, personally appeared ; of , in the County of , and State of , and who, after being duly sworn [*or*, affirmed] and examined, at the time and place aforesaid, upon h oath, says that the person by [*or*, or against] whom a Petition for Adjudication of Bankruptcy is filed, w at and before the filing of the said Petition and still , justly and truly indebted to this Deponent, [*or*, the firm of , composed of this deponent and , transacting business at ,] in the sum of dollars and cents, for which said sum of dollars and cents, or any part thereof, this Deponent has not nor any person by order, or to this Deponent's knowledge or belief, for use, received any security or satisfaction whatsoever, save and except the , hereinafter mentioned; that the claim was not procured for the purpose of influencing the proceedings under the Act of Congress entitled "An Act to Establish a Uniform system of Bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, expressed or implied, has been made or entered into by or on behalf of this Deponent to sell, transfer, or dispose of said claim, or any part thereof, against said Bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of this Deponent [or the firm of which this deponent is a member] for Assignee, or any action on the part of this Deponent, or any other person, in the proceedings under said act, has been, is, or shall be in any way affected, influenced, or controlled; [*Here insert a particular description of the debt, and also of the property held as security, and the estimate value of such property.*]

_____, _____,
Deponent.

Subscribed and sworn [*or*, affirmed] to, at , on the day of , A. D. 18 .

Before me

_____, _____,
District Judge, [or, *Register in Bankruptcy.*
Or, *U. S. Commissioner.*]

Received by me, at this day of , A. D. 18 .

_____, _____,
Assignee.

Form No. 22.

DEPOSITION FOR PROOF OF DEBT WITHOUT SECURITY.

In the District Court of the United States.
For the District of ,

In the Matter of Bankrupt.	In Bankruptcy.

District of , *ss*:

At , in the County of , and State of , on the day of , A. D. 18 , before me came , of , in the County of , and State of , and made oath, [*or*, affirmation,] and says, that the said , the person whom a petition for adjudication of Bankruptcy has been filed, at and before the filing of the said Petition, and still justly and truly indebted to this Deponent in the sum of, [*Here state the amount, and describe the consideration of the Debt, and whether any, and what, payments have been made thereon,*] for which said sum of dollars and cents, or any part thereof, this Deponent says that he has not nor has any person by h order, or to this Deponent's knowledge or belief, for use, had, or received any manner of satisfaction or security whatsoever

And this Deponent further says that the said claim was not procured for the purpose of influencing the proceedings under the Act of Congress entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867; that no bargain or agreement, expressed or implied, has been made or entered into by or on behalf of this Deponent to sell, transfer, or dispose of said claim, or any part thereof, against said Bankrupt, or to take or receive, directly or indirectly, any money, property, or consideration whatever, whereby the vote of this Deponent for Assignee, or any action on the part of this Deponent, or any other person in the proceedings under said Act, has been, is, or shall be in any way affected, influenced, or controlled.

Deposing Creditor.

Subscribed and sworn [*or*, affirmed] to, before me,

Register in Bankruptcy.

Form No. 26.

LETTER OF ATTORNEY TO REPRESENT CREDITOR.

In the District Court of the United States
For the District of

In the Matter of Bankrupt.	In Bankruptcy.

To ——— ———,

Sir [Messrs., or Gentlemen]:—

I, , of the of , in the County of , and State of , do hereby authorize you [*or*, either of you] to attend the Meeting or Meetings of Creditors of the Bankrupt aforesaid, advertised, or directed to be held at a Court of Bankruptcy at , on the day of , A. D. 18 , the day notified in the Warrant issued to the Messenger

by said Court in said matter, or at such other place and time as may be appointed by the Court for holding such meeting or meetings, or at which such meeting or meetings, or any adjournment or adjournments thereof, may be held, and then and there, from time to time, and as often as there may be occasion, for , and in name to vote for or against any proposal or resolution that may be then submitted under the 12th, 13th, 14th, 18th, 19th, 21st, 22d, 23d, 27th, 28th, 33d, 36th, 37th, 42d and 43d Sections of the Act entitled "An act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867; and in the choice of assignee, or assignees, of the Estate of the said Bankrupt, and for , [or, either of us] to accept such appointment of assignee; and with like powers to attend and vote at any other meeting, or meetings, of Creditors, or sitting, or sittings, of the Court, which may be held therein for any of the purposes aforesaid, or the Declaration of Dividend, or for any other purpose in interest whatsoever.

In witness whereof, have hereunto signed name, and affixed seal the day of , A. D. 18 .

Signed, Sealed and Delivered ——— ———, [L. S.]

——— ———, [L. S.]

in presence of ——— ———, [L. S.]

[NOTE.—The party executing the above letter of attorney may acknowledge the same before a Judge, Register, Clerk or Commissioner of the Court, or any officer authorized to take the acknowledgment of Deeds or other Instrument in Writing.]

N. B.—Upon the above letter of attorney should be endorsed the following Certificate of the Register, to wit: Exhibited to me, this day of , A. D. 18 , at .]

——— ———,
Register in Bankruptcy."

Form No. 40.

PETITION FOR REMOVAL OF ASSIGNEE.

In the District Court of the United States
For the District of

In the Matter of
.
Bankrupt.
} IN BANKRUPTCY.

To the Hon. ,
Judge of the District Court, for the District of

District of , *ss:*

The petition, of , one of the parties interested in the settlement of said Bankrupt's estate, petitioning, respectfully represents, that heretofore appointed Assignee of said Bankrupt's estate, [*Here set forth the particular cause or causes for which such removal is requested.*]

Wherefore pray that notice may be served upon said Assignee as aforesaid, to show cause, at such time as may be fixed by the Court, why an order should not be made removing him from said trust.

——— ———,

Subscribed and sworn [*or*, affirmed] to, this day of , A. D. 18 , at , in said District.

Before me

——— ———,
Register in Bankruptcy.

Form No. 51.

PETITION OF BANKRUPT FOR HIS DISCHARGE.

In the Matter of
Bankrupt.
} IN BANKRUPTCY.

To the Hon. ——— ———, *Judge of the District Court of the United States, for the District of* .

A. B., of , in the County of , and State of , in said District, respectfully represents that on the day of last past, he was duly declared a Bankrupt under the Act of Congress in that case made and provided; that he hath duly surrendered all his property and rights of property, and fully complied with and obeyed all the orders and directions of the Court touching his Bankruptcy, and is ready to submit himself to any other and further examinations, orders and directions which the Court may require.

[N. B.—If this Petition is filed within less than six months after the filing of the original Petition it should state that no debts have been proved against the Bankrupt, or that no assets have come into the hands of the Assignee.]

Wherefore he prays, that he may be decreed by the Court to have a full discharge from all his debts provable under said Bankrupt Act, and a certificate thereof granted according to the said Act of Congress.

Dated, this day of , A. D. 18 .

———— ————,
Petitioner in Bankruptcy.

Form No. 54.

CREDITOR'S PETITION.

To the Honorable , Judge of the District Court of the United States for the District of .

THE PETITION of , of the , of , in the County of , and State of , respectfully shows: That he is Creditor of , who for a period of months next preceding the date of the filing of this Petition, has resided at , in the County of , and State of , and District aforesaid. That your Petitioner's demand is provable against the said , in accordance with the provisions of the Act of Congress, entitled "An Act to Establish a Uniform System of Bankruptcy throughout the United States," approved March 2, 1867. That he believes that said , owes debts to an amount exceeding the sum of Three Hundred Dollars; that your Petitioner's demand exceeds the amount of Two Hundred and Fifty Dollars; and that the nature of your Petitioner's demand against the said is as follows:

A certain promissory note signed by said , payable to the order of your Petitioner, [*or*, naming the party to whose order the said note is made payable,] of which the following is a Copy, to wit: [*or*, set forth evidence of indebtedness in any other form to a liquidated amount, exceeding Two Hundred and Fifty Dollars, to meet the case.]

And your Petitioner further represents, that within the Six Calendar Months next preceding the date of this Petition, the said , did commit an act of Bankruptcy within the meaning of said Act, to wit: In that the said , did heretofore, to wit: on the day of , A. D. 18 , depart out of, and from the State of , of which he is an inhabitant as aforesaid, with intent to defraud his creditors, [*or*, being absent during said period, he has, with intent to defraud his creditors remained absent from said State:—

[*Or*,

That the said , within the period aforesaid, to wit: On the day of , A. D. 18 , within said District, did conceal himself, [*or*, did disguise himself,] to avoid the service of Legal Process in an action for the recovery of a debt or demand, provable under said Act, to wit: To avoid the service of Legal Process in a suit brought by in the Court, of the State of , [*or*, any other Court] in which such process had been issued, to be served upon the said , by , Marshal for said District, [*or*, Sheriff, Constable, or other Officer, or party, as the case may be,] at which time the said , did conceal himself, and remain secreted, to avoid the service of said Process, so that the said Officer or party having the same to serve upon said Debtor was unable to find him, in order to make proper service of the same:—

Or,

That the said , within the period aforesaid, to wit: At in said District, on the day of , A. D. 18 , being possessed of certain Property, to wit: [*Here describe the Property,*] and he, being aware that Legal Process had been issued, [*or*, was about to be issued,] to be levied thereon at the Suit of some one or more of his Creditors, did conceal, [*or*, remove; *or*, destroy the identity,] of said Property to avoid its being Attached, Taken, or Sequestered on such Process:—

[*Or*,

That the said , within the period aforesaid, to wit: At said in District, on the day of , A. D. 18 , being possessed of certain Estate, Property, Rights or Credits, to wit: [*Here describe the Property and where situated,*] did make an Assignment, [*or*, Gift, Sale, Conveyance, or Transfer, as the case may be,] of the same, [*or*, of any part thereof—mentioning the part,] to , of , in the County of , and State of , with intent to delay, [*or*, hinder; *or*, defraud,] the Creditors of him, the said :—

[*Or*,

That the said , within the period aforesaid, and within said District, to wit: At , has been arrested and held in custody under and by virtue of *mesne* process, [*or*, Execution; *or*, as the case may be,] issued out of the Court of the United States for the District of , [*or*, of any Court of any State, District, or Territory,] within which such debtor resides or has property, founded upon a demand, in its nature provable against the Bankrupt's Estate under said Act, and for a sum exceeding One Hundred Dollars; and that such Process is remaining in force, and not discharged by payment, or in any other manner provided by the Laws of such State applicable thereto, for a period of Seven days:

[*Or*,

That the said , within the period aforesaid, and within said District, to wit: On the day of , A. D. 18 , being Bankrupt, [*or*, insolvent; *or*, in Contemplation of Bankruptcy, or Insolvency,] did make to , of , in the County of , and State of , a payment, [*or*, Gift, Grant, Sale, Conveyance or Transfer,] of money, [*or*, of any other Property. Estate, Rights or Credits,] [*or*, did give to , of , in the County of , and State of , a Warrant to Confess Judgment, or did Procure, or Suffer his Property to be taken on Legal Process,] in favor of , of , in the County of , and State of ; the said judgment to be confessed, issuing out of the Court of ; with the intent to give a preference to , of , in the County of , and State of ; [*or*, to one or more of his Creditors; *or*, with the intent, thereby, to give preference to , of , in the County of , and State of , being a person, [*or*, persons,] who were liable for him as Endorser, Bail, Sureties, or otherwise, [*describing the particular relation,*] or, with the intent by such disposition of his Property to Defeat, or Delay the operation of said Act.]

[*Or*,

That the said , within the period aforesaid, and within said District, to wit: On the day of , A. D. 18 , being a Banker, [*or*, Mer-

chant; *or* Trader, *or* as the case may be,] has fraudulently stopped; or suspended (and has not resumed) payment of his Commercial Paper within a period of four teen days.

[N. B.—*Whichever of the acts is relied upon as the act of Bankruptcy of Debtor, the same must be particularly described.*]

WHEREFORE, YOUR PETITIONER PRAYS, that he, the said , may be declared a Bankrupt, and that a Warrant may be issued to take possession of his Estate; that the same may be distributed according to law; and that such further proceedings may be had thereon, as the law in such case prescribes.

Solicitor [or, *Attorney.*] *Petitioner.*

Oath to Foregoing Petition.

UNITED STATES OF AMERICA.
District of , *ss*;—

I, , the Petitioner above named, do hereby make solemn oath that the statements contained in the foregoing Petition subscribed by me are true, so far as the same are stated of my own knowledge, and that those matters which are stated therein on information and belief, are true according to the best of my knowledge, information and belief.

Petitioner.

Subscribed and sworn [*or*, affirmed] to before me, this day of A. D. 18 .

District Judge, [or, *Register in Bankruptcy*; or, *U. S. Commissioner.*]

[N. B.—In case the parties proceeded against are a Copartnership, or a Corporation, the above forms may be varied accordingly,]

Form No. 55.

DEPOSITION AS TO PETITIONING CREDITOR'S CLAIM.

[To be filed with Creditor's Petition.

In the District Court of the United States,
For the District of

In the Matter of Against whom a Petition for Adjudication of Bankruptcy was Filed on the day of A. D. 18 .	IN Bankruptcy.

At , in said District, on the day of , A. D. 18 . Before , one of the Registers of said Court, in Bankruptcy.

District of , *ss*;—

, of , in the County of , and State of being duly Sworn, [*or*, Affirmed] and Examined, at the Time and Place above mentioned, upon his Oath, [*or*, affirmation,] says that the said was, [*or*, were,] on and before the day of , A. D. 18 , and still justly and truly indebted unto this Deponent,—[*Here give a particular description of the Debt.*]

, *Petitioning Creditor.*

On the day of , before me personally appeared, the above named Petitioning Creditor, and was duly sworn to the truth of the foregoing statement.

, *Register in Bankruptcy.*

Form No 56.

DEPOSITION OF WITNESS TO ACT OF BANKRUPTCY.

[To be filed with Creditor's Petition.]

In the District Court of the United States,
For the District of ,

In the Matter of Against whom a Petition for Adjudication in Bankruptcy was Filed on the day of , A. D. 18 .	In Bankruptcy.

At , in Said Districts on the day of , A. D. 18 , Before , one of the Registers of said Court in Bankruptcy :—
, District of , *ss*;—

being duly Sworn, [*or*, Affirmed,] and Examined, upon his Oath, [*or*, Affirmation,] says, that. [*Here set forth particularly the Witness's knowledge of the Act of Bankruptcy alleged to have been committed by the party proceeded against.*]

On the day of , appeared personally, the above named Witness, and was duly sworn to the truth of the foregoing statement.

———— ————, *Register in Bankruptcy.*

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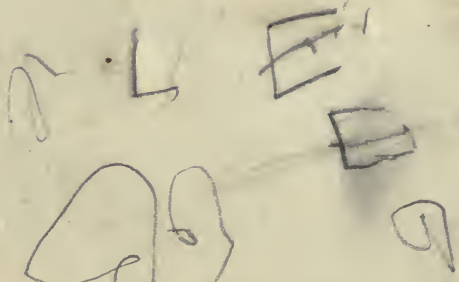

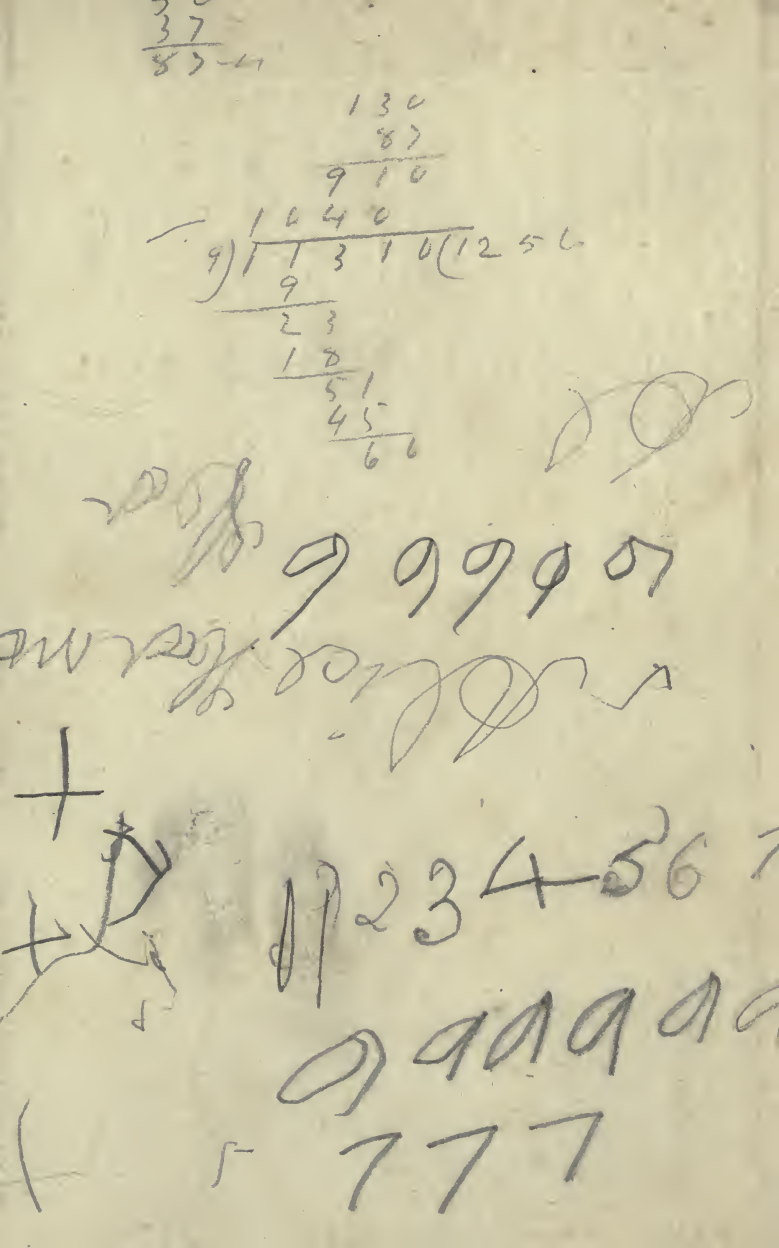

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